



भारत का राजपत्र

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No. 4] NEW DELHI, SATURDAY, JANUARY 22, 1994/MAGHA 2, 1915

इस भाग में भिन्न घटक संख्या वी जाती है जिससे कि यह अलग संकलन के रूप में
रक्का जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-Section (ii)

(राज संबंधीय को छोड़कर) भारत सरकार के नियमों द्वारा बारी लिए गए सामिलित आदेश और अधिसूचनाएं

Statutory Orders and Notifications issued by the Ministries of the Government
of India (other than the Ministry of Defence)

कार्मिक सोक शिकायत तथा पेशन मंत्रालय
(कार्मिक और प्रशिक्षण विभाग)

प्राप्तिक्रिया

नई दिल्ली, 30 दिसम्बर, 1993

का.प्रा. 245.—केन्द्रीय सरकार, दिल्ली विशेष पुलिस
स्थापन अधिनियम, 1946 (1946 का 25) की धारा 6
के साथ पठित धारा 5 की उप धारा (1) द्वारा प्रदत्त
शक्तियों का प्रयोग करते हुए, गोवा राज्य सरकार की
सहमति से, जो गृह विभाग (साधारण) अधिसूचना सं.
2/84/92-एच.डी. (जी.) तारीख 13-10-1993 द्वारा
दी गई थी, पुलिस थाना कैनाकोने, गोवा में भारतीय दंड
संहिता की धारा 120-व्य के साथ पठित धारा 397, 302
के अधीन दाँड़िक मामला सं. 40/92 के अपराधों के
रजिस्ट्रीकरण और अन्वेषण के लिए दिल्ली विशेष पुलिस
स्थापन के सदस्यों की जक्कियों और अधिकारिता का विस्तार
सम्मूर्ण गोवा राज्य करती है।

[संख्या 228/55/93-ए.वी.डी.-II]

पराग प्रकाश, उप सचिव

MINISTRY OF PERSONNEL PUBLIC GRIEVANCES
AND PENSIONS

(Department of Personnel and Training)

ORDER

New Delhi, the 30th December, 1993

S.O. 245.—In exercise of the powers conferred by Sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with the consent of the State Government of Goa vide their Home Department (General) Notification No. 2/84/92-HD(G) dated 13-10-1993 hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Goa for registration and investigation of the offences in Criminal Case No. 40/92 under Section 397, 302 read with 120-B; Indian Panel Code, of Police Station, Canacona, Goa.

[No. 228/55/93-AVD.II]
PARAG PRAKASH, Dy. Secy.

विशेष मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 3 दिसम्बर, 1993

(प्राप्तिक्रिया)

का.प्रा. 246.—प्राप्तिक्रियम, 1961 (1961
का 43) की धारा 10 के खंड (23-ग) के उपखंड (V)

द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "श्री जैन श्वेताम्बर तीर्थ, पावापुरी, बिहार" को कर-निधारण वर्ष 1988-89 से 1989-90 तक के लिए उक्त उपखंड के प्रयोजनार्थ अधिसूचित करती है।

[अधिसूचना सं. 9422/फा.सं. 197/126/93-आयकर नि-1]

शरत चन्द्र, ग्रबर सचिव

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 3rd December, 1993

(INCOME-TAX)

S.O. 246.—In exercise of the powers conferred by Sub-clause (v) or clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Shri Jain Swetamber Bhandar Tirth, Pawapuri" for the purpose of the said sub-clause for the assessment years 1988-89 to 1989-90.

[Notification No. 9422/F. No. 197/126/93-ITA-I]
SHARAT CHANDRA, Under Secy.

नई दिल्ली, 3 दिसम्बर, 1993

(आयकर)

का.आ. 247.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23-ग) के उपखंड (V) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "श्री जैन श्वेताम्बर भन्डार तीर्थ, पावापुरी, बिहार" को कर-निधारण वर्ष 1990-91 से 1992-93 तक के लिए निम्नलिखित शर्तों के अध्यधीन रहते हुए उक्त उपखंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात् :—

- (1) कर-निधारिती इसकी आय का इस्तेमाल अथवा इसकी आय का इस्तेमाल करने के लिए इसका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा, जिनके लिए इसकी स्थापना की गई है;
- (2) कर-निधारिती ऊपर-उल्लिखित कर-निधारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) के विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से इसकी निधि (जेवर-जवाहिरात, फर्नीचर, आदि के रूप में प्राप्त तथा रख-रखाव में स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा;
- (3) यह अधिसूचना किसी ऐसी आय के संबंध में नागृ नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ के रूप में हो जब तक कि ऐसा कारोबार उक्त कर-निधारिती के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से नेत्रा-पुस्तिकाएं नहीं रखी जाती हों।

[अधिसूचना सं. 9423/फा.सं. 197/126/93-आयकर नि-1]

शरत चन्द्र, ग्रबर सचिव

New Delhi, the 3rd December, 1993

(INCOME-TAX)

S.O. 247.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Shri Jain Swetamber Bhandar Tirth, Pawapuri, Bihar" for the purpose of the said sub-clause for the assessment years 1990-91 to 1992-93 subject to the following conditions, namely :—

- (i) the assessee will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its funds (other than voluntary contributions, received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of Section 11;
- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[Notification No. 9423/F. No. 197/126/93-ITA-I]
SHARAT CHANDRA, Under Secy.

नई दिल्ली, 31 दिसम्बर, 1993

का.आ. 248.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "द्रायंगल निस ट्रस्ट, सद्रास" को 1990-91 तक के कर-निधारण वर्ष के लिए निम्नलिखित शर्तों के अध्यधीन रहते हुए उक्त खण्ड के प्रयोजनार्थ अधिसूचित करती है, अर्थात् :—

- (i) कर-निधारिती उसकी आय का इस्तेमाल अथवा उसकी आय का इस्तेमाल करने के लिए उसका संचयन इस प्रकार के संचयन हेतु उक्त खण्ड (23) द्वारा यथा-संशोधित धारा 11 की उपधारा (2) तथा (3) के उपबंधों के अनुरूप पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा, जिनके लिए उसकी स्थापना की गई है;
- (ii) कर-निधारिती ऊपर-उल्लिखित कर-निधारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से उसकी निधि (जेवर-जवाहिरात, फर्नीचर अथवा किसी अन्य वस्तु, जिसे उपर्युक्त खण्ड (23) के तीसरे परन्तुके अधीन बोर्ड द्वारा अधिसूचित किया जाए, के रूप में प्राप्त तथा रख-रखाव में स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा;
- (iii) कर-निधारिती अपने सदस्यों को किसी भी तरीके से अपनी आय के किसी भाग का संवितरण अपने से संबद्ध किसी ऐसोसिएशन अथवा संस्था को अनदान के ग्रलावा नहीं करेगा; और

(iv) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जोकि कारोबार से प्राप्त लाभ तथा अभिलाभ हों जब तक कि ऐसा कारोबार उक्त कर-निधारिती के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसा कारोबार के संबंध में अलग से नेत्रापुस्तिकाएं नहीं रखी जाती हों।

[अधिसूचना सं. ९४४३/फा. सं. १९६/७/९०—आयकर नि.-I]

शरत चन्द्र, अवर सचिव

New Delhi, the 31st December, 1993

S.O. 248.—In exercise of the powers conferred by clause (23) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies the "Triangle Tennis Trust, Madras" for the purpose of the said clause for assessment year 1990-91 subject to the following conditions, namely :—

- (i) the assessee will apply its income or accumulate it for application, in consonance with the provisions of sub-section (2) and (3) of section 11 as modified by the said clause (23) for such accumulation wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its funds (other than voluntary contributions received and maintaining the form of jewellery, furniture or any other article as may be notified by the Board under the third provision to the aforesaid clause (23) for any period during the previous year(s) relevant to the assessment year(s) mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of Section 11;
- (iii) the assessee will not distribute any part of its income in any manner to its members except as grants to any association or institution affiliated to it; and
- (iv) this notification will apply in relation to any income, being profits and gains or business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[Notification No. 9443/F. No. 196/7/90-ITA-I]

SHARAT CHANDRA, Under Secy.

आदेश

नई दिल्ली, 29 दिसम्बर, 1993

स्टाम्प

का. आ. 249.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा ९ की उप-धारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, केन्द्रीय सरकार एतद्वारा मै. डिस्कन सीमेंट लिमिटेड को मात्र छह लाख, अड्डतीम हजार, ती सात रुपये का संग्रहित स्टाम्प शुल्क अदा करने की अनुमति देती है, जो कि उक्त डिस्कन सीमेंट लि. द्वारा जारी किए जाने वाले मात्र पांच करोड़, ग्यारह लाख, बारह हजार और पांच सी रुपये के कुल मूल्य के (प्रत्येक 100-100 रुपये के अंकित मूल्य के आठ लाख, इक्यावन हजार, आठ सी पचहन्तर रुपये के 1 से

851875 तक) की विधिष्ठ संख्या वाले अपरिवर्तनीय अहण-पत्रों पर स्टाम्प शुल्क के कारण प्रभावी है।

[सं. ३२/९३—स्टा. फा. सं. ३३/५०/९३-वि. क.]

प्रत्यामा राम, अवर सचिव

ORDER

New Delhi, the 29th December, 1993

STAMPS

S.O. 249.—In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits M/s. Deccan Cements Limited to pay consolidated stamp duty of rupees Six lakh, thirty eight thousand, nine hundred and seven only, chargeable on account of the stamp duty on eight lakh fifty one thousand eight hundred and seventy five bearing distinctive numbers 1 to 851875 bonds in the form of non-convertible debenture of the face value of rupees sixty each (out of Allotment of Rs. 100 each) of the aggregate value of rupees five crores, eleven lakhs, twelve thousand and five hundred only to be issued by the said Deccan Cements Limited.

[No. 32/93-Stamps F. No. 33/50/93-ST.]
ATMA RAM, Under Secy.

(आर्थिक कार्य विभाग)

(वैकिंग प्रभाग)

नई दिल्ली, 29 दिसम्बर, 1993

का. आ. 250.—वैकारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा ५३ द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय गवर्नर, भारतीय रिजर्व बैंक की मिफारिश पर, एतद्वारा, योग्या करती है कि उक्त अधिनियम की धारा १९ की उप-धारा (2) के उपबंध, युनाइटेड बैंक ऑफ इंडिया, कलकता पर १३ नवम्बर, 1995 तक उस सीमा तक लागू नहीं होंगे, जहाँ तक उनका संबंध गिरवीदार के रूप में मैसर्स बंगल एनामेल बक्से लि. की शेयरधारिता में है।

[सं. १५/१६/९१-बी.ओ.प.]
के.के. मंगल, अवर सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 29th December, 1993

S.O. 250.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendations of the Reserve Bank of India hereby declares that the provisions of sub-section (2) of Section 19 of the said Act shall not apply to United Bank of India, Calcutta upto 13th November, 1995 in so far as they relate to its holding of the shares of M/s. Bengal Enamel Works Ltd., as pledgee.

[No. 15/16/91-B.O.III]
K. K. MANGAL, Under Secy.

नई दिल्ली, 30 दिसम्बर, 1993

का. आ. 251.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार भारतीय रिजर्व बैंक की सिफारिश पर एतद्वारा, घोषणा करती है कि उक्त अधिनियम की धारा 9 के उपबंध कर्नाटक बैंक लि., मंगलोर पर 29 दिसम्बर, 1995 तक उस सीमा तक लागू नहीं होंगे जहां तक उनका संबंध इसके द्वारा कुँडगल, जिला धारवाह, कर्नाटक राज्य में घारित 810, 811 और 812 म्युनिसिपल संलग्न सासी दुकान और टीन के गोदामों सहित दो मंजिला मकान की अचल सम्पत्ति से है।

[स. 15/20/87-बी.ओ. III]
के.के. मंगल, अवार सचिव

New Delhi, the 30th December, 1993

S.O. 251.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendation of the Reserve Bank of India, hereby declares that the provisions of Section 9 of the said Act shall not apply to Karnataka Bank Ltd., Mangalore, for a period upto 29th December, 1995, in respect of the immovable property of two storeyed house including shop and tin godown bearing Municipal Nos. 810, 811 and 812 held by it at Kundgol, Dharwar District, Karnataka State.

[No. 15/20/87-B.O.III]
K. K. MANAL, Under Secy.

नई दिल्ली, 4 जनवरी, 1994

का.आ. 252.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा, घोषणा करती है कि इस अधिसूचना के सरकारी राजपत्र में प्रकाशित होने की तारीख से, उक्त अधिनियम की धारा 12(2) के उपबंध भारतीय औद्योगिक शृण और निवेश निगम (आई सी आई सी आई) को आवंटित इसके घोयर के संबंध में फेडरल बैंक लि. पर लागू नहीं होंगे।

[स. 15/2/93—बी.ओ. ए]
के.के. मंगल, अवार सचिव

New Delhi, the 4th January, 1994

S.O. 252.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendation of the Reserve Bank of India, hereby declares that with effect from the date of publication of this notification in the Official Gazette,

the provisions of Section 12(2) of the said Act shall not apply to the Federal Bank Ltd., in respect of its shares allotted to the Industrial Credit and Investment Corporation of India Ltd. (ICICI).

[No. 15/2/93-BOA]
K. K. MANAL, Under Secy.

विदेश मंत्रालय

नई दिल्ली, 21 दिसम्बर, 1993

का.आ. 253.—राजनयिक कोंसली अधिकारी (शपथ एवम् शुल्क) अधिनियम, 1948 (1948 का 41वां) की धारा 2 के अंक (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत का मुख्या कोंसलावास सानकांसिस्को में सहायक श्री आर.के. शर्मा को 1-11-93 से कोंसली एजेंट का कार्य करने के लिये प्राधिकृत करती है।

[सं. टी-4330/1/93]
धर्मपाल, अवार सचिव (कोंसली)

MINISTRY OF EXTERNAL AFFAIRS

New Delhi, the 21st December, 1993

S.O. 253.—In pursuance of the Clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oath and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorises Shri R. K. Sharma, Assistant, in the Consulate General of India SAN FRANCISCO to perform the duties of Consular Agent with effect from 1-11-93.

[No. T-4330/1/93]
DHARAM PAUL, Under Secy. (Cons.)

नई दिल्ली, 21 दिसम्बर, 1993

का.आ. 254.—राजनयिक कोंसली अधिकारी (शपथ एवम् शुल्क) अधिनियम, 1948 (1948 का 41वां) की धारा 2 के अंक (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत का उच्चायोग किंगस्टन में पी.ए. श्री एस.टी. अगस्टाइन को 8-12-93 से कोंसली एजेंट का कार्य करने के लिये प्राधिकृत करती है।

[सं. टी-4330/1/93]
धर्मपाल, अवार सचिव (कोंसली)

New Delhi, the 21st December, 1993

S.O. 254.—In pursuance of the Clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oath and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorises Shri S. T. Augustine, PA in the High Commission of India Kingston to perform the duties of Consular Agent with effect from 8-12-93.

[No. T. 4330/1/93]
DHARAM PAUL, Under Secy (Cons.)

नई दिल्ली, 21 दिसम्बर, 1993

का.आ. 255.—राजनयिक कोंसली अधिकारी (शपथ एवम् शुल्क) अधिनियम 1948 (1948 का 41वां) की धारा 2 के अंक (क) के अनुसरण में केन्द्रीय सरकार

एतद्वारा भारत का उच्चायोग निकोसिया में सी ए श्री अनिल कुमार को 1-11-93 से कोंसली एजेंट का कार्य करने के लिये प्राधिकृत करती है।

[सं. टी-4330/1/93]

धर्मपाल, अवार सचिव (कोंसली)

New Delhi, the 21st December, 1993

S.O. 255.—In pursuance of the Clause (A) of the Section 2 of the Diplomatic and Consular Officers (Oath and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorises Shri Anil Kumar, CA in the High Commission of India Nicosia to perform the duties of Consular Agent with effect from 1-11-93.

[No. T. 4330/1/93]

DHARAM PAUL, Under Secy. (Cons.)

नई दिल्ली, 21 दिसम्बर, 1993

का.आ. 256.—राजनयिक कोंसली अधिकारी (शपथ एवम् शुल्क) अधिनियम, 1948 (1948 का 41वां) की धारा 2 के अंक (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत का मुद्या कोंसलावास, विडन में सहायक श्री जे.एम. मेनरा को 1-11-93 से कोंसली एजेंट का कार्य करने के लिये प्राधिकृत करती है।

[सं. टी-4330/1/93]

धर्मपाल, अवार सचिव (कोंसली)

New Delhi, the 21st December, 1993

S.O. 256.—In pursuance of the Clause (A) of the Section 2 of the Diplomatic and Consular Officers (Oath and Fees) Act 1948 (41 of 1948), the Central Government hereby authorises Shri J. M. Mainra, Assistant, in the Consulate General of India Sydney to perform the duties of Consular Agent with effect from 1-11-93.

[No. T. 4330/1/93]

DHARAM PAUL, Under Secy. (Cons.)

वाणिज्य मंत्रालय

नई दिल्ली, 4 जनवरी, 1994

का.आ. 257.—निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारत सरकार के वाणिज्य मंत्रालय की अधिसूचना सं. का.आ. 3978 तारीख 20-12-1965 से संलग्न, अनुसूची में विनिष्ट खनिज तथा अयस्क (ग्रुप 2) का मद्रास में निर्यात में पूर्व निरीक्षण करने के लिये मैसर्स एस्सन एण्ड कम्पनी नं.-6, 3 मैन रोड, इंदिरा नगर, मद्रास-600020 को इस अधिसूचना के प्रकाशन की तारीख से तीन वर्ष की अवधि के लिए निम्न शर्तों के अधीन एतद्वारा मान्यता देती है, अर्थात्:—

(1) मैसर्स एस्सन एण्ड कम्पनी निर्यात निरीक्षण परिषद् द्वारा इस संबंध में नामित अधिकारी

को अपने द्वारा अपनाई गई निरीक्षण पद्धति की जांच करने के लिए पर्याप्त सुविधाएँ देगा ताकि खनिज तथा अयस्क (ग्रुप-2) के नियात (निरीक्षण) नियम, 1965 के नियम 4 के अन्तर्गत निरीक्षण प्रमाण-पत्र दिया जा सके।

(2) मैसर्स एस्सन एण्ड कम्पनी इस अधिसूचना के अधीन अपने हृत्यों के पासम में ऐसे निवेशों द्वारा आबद्ध होगा जो निदेशक (निरीक्षण एवं क्वालिटी नियंत्रण) समय-समय पर विधित रूप में देंगे।

[फाइल सं. 5/8/93-ई आई एण्ड ई पी]

कुमारी सुमा सुब्बना, निदेशक

MINISTRY OF COMMERCE

New Delhi, the 4th January, 1994

S.O. 257.—In exercise of the powers conferred by sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises for a period of three years from the date of publication of this notification, M/s. Essen & Company, No. 6, 111 Main Road, Indira Nagar, Madras-600020, as an agency for the inspection of Minerals and Ores (Group-II) specified in Schedule annexed to Ministry of Commerce Notification No. S.O. 3978 dated 20-12-1965 prior to export at Madras, subject to the following conditions, namely :—

(i) that M/s. Essen & Company, shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in granting the certificate of inspection under rule 4 of export of Minerals and Ores (Group II) (Inspection) Rules, 1965;

(ii) that M/s. Essen & Company, in the performance of their function under this notification shall be bound by such directives as the Director (Inspection & Quality Control) may give in writing from time to time

[File No. 5/8/93-EI&EPI
KUM. SUMA SUBBANNA, Director

नई दिल्ली, 4 जनवरी, 1994

का.आ. 258.—निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारत सरकार के वाणिज्य मंत्रालय की अधिसूचना सं. का.आ. 3975 तारीख 20-12-1965 से संलग्न अनुसूची में निष्ट खनिज तथा अयस्क (ग्रुप-1) का मद्रास में निर्यात से पूर्व निरीक्षण करने के लिये मैसर्स एस्सन एण्ड कम्पनी, नं. 3 मैन रोड, इंदिरा नगर, मद्रास-600020 को इस अधिसूचना के प्रकाशन की तारीख से तीन वर्ष की अवधि के लिये निम्न शर्तों के अधीन एतद्वारा मान्यता देती है :—

(1) मैसर्स एस्सन एण्ड कम्पनी, निर्यात निरीक्षण परिषद् द्वारा इस संबंध में नामित अधिकारी को

अपने द्वारा अपनाई गई निरीक्षण पद्धति की जांच करने के लिये पर्याप्त सुविधाएं देगा ताकि खनिज तथा ग्रयस्क (ग्रुप-1) के निर्यात (निरीक्षण) नियम, 1965 के नियम 4 के अन्तर्गत निरीक्षण प्रमाण-पत्र दिया जा सके।

(2) मैसर्सैं एस्सन एंड कम्पनी इस अधिसूचना के अधीन अपने कृत्यों के पालन में ऐसे निवेशों द्वारा आबद्ध होगा जो निदेशक (निरीक्षण एवं क्वालिटी नियंत्रण) समय-समय पर लिखित रूप में देंगे।

[फाइल सं. 5/8/93-ई आई एंड ई पी]

कुमारी सुमा सुब्बना, निदेशक

New Delhi, the 4th January, 1994

S.O. 258.—In exercise of the powers conferred by sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises for a period of three years from the date of publication of this notification, M/s. Essen & Company, No. 6, III Main Road, Indira Nagar, Madras-600020, as an agency for the inspection of Minerals and Ores (Group-I) specified in Schedule annexed to Ministry of Commerce Notification No. S.O. 3975 dated 20-12-1965 prior to export at Madras subject to the following conditions, namely :—

- (i) that M/s. Essen & Company, shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in granting the certificate of inspection under rule 4 of export of Minerals and Ores (Group I) (Inspection) Rules, 1965;
- (ii) that M/s. Essen & Company, in the performance of their function under this notification shall be bound by such directives as the Director (Inspection & Quality Control) may give in writing from time to time.

[File No. 5/8/93-EI&EPI]

KUM. SUMA SUBBANNA, Director

नई दिल्ली, 4 जनवरी, 1994

का.आ. 259.—निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार खनिज तथा ग्रयस्क (ग्रुप-1) प्रथात् कल्चा लोहा का निर्यात से पूर्व निरीक्षण करने के लिये मैसर्सैं सुपरिटेंडेंस कम्पनी आफ इंडिया (प्रा.) लिमिटेड, 138 अंगपा न्वाइकेन स्ट्रीट मद्रास को इस अधिसूचना के प्रकाशन की तारीख से तीन वर्ष की अवधि के लिये निर्यात से पूर्व निरीक्षण करने के लिये एक अभिकरण के रूप में निम्न शर्तों के अधीन एतद्वारा मान्यता देती है :—

(1) मैसर्सैं सुपरिटेंडेंस क. आफ इंडिया (प्राइवेट) लि. मद्रास निर्यात निरीक्षण परिषद द्वारा इस संबंध में नामित अधिकारी को उनके द्वारा

अपनाई गयी निरीक्षण पद्धति की जांच करने के लिये पर्याप्त सुविधाएं प्रदान करेगा जिससे कि वह खनिज तथा ग्रयस्क (ग्रुप-1) के निर्यात (निरीक्षण) नियम, 1965 के नियम 4 के अन्तर्गत निरीक्षण प्रमाण-पत्र जारी कर सके।

(2) मैसर्सैं सुपरिटेंडेंस कम्पनी आफ इंडिया (प्रा.) लिमिटेड, मद्रास इस अधिसूचना के अधीन अपने कार्यों के अनुपालन में ऐसे निवेशों से आबद्ध होगी जो निदेशक (निरीक्षण एवं क्वालिटी नियंत्रण) समय-समय पर लिखित रूप में देंगे।

[फाइल सं. 5/11/93-ई आई एंड ई पी]

कुमारी सुमा सुब्बना, निदेशक

New Delhi, the 4th January, 1994

S.O. 259.—In exercise of the powers conferred by sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises for a period of three years from the date of publication of this notification, M/s. Superintendence Co., of India (P) Ltd., 138, Angappa Naicker Street, Madras as an agency for the inspection of Minerals and Ores (Group-I) namely Iron Ore, prior to export, subject to the following conditions, namely :—

- (i) that M/s. Superintendence Co. of India (P) Ltd., Madras shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in granting the certificate of inspection under rule 4 of the Export of Minerals and Ores Group I (Inspection) Rules, 1965;
- (ii) that M/s. Superintendence Co. of India (P) Ltd., Madras in the performance of their function under this notification shall be bound by such directives as the Director (Inspection and Quality Control) may give in writing from time to time.

[File No. 5/11/93-EI&EPI]

KUM. SUMA SUBBANNA, Director

नई दिल्ली, 4 जनवरी 1994

का.आ. 260.—निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, खनिज और ग्रयस्क (ग्रुप-2) प्रथात् वाइराइट्स और स्टीटाइट का निर्यात से पूर्व निरीक्षण करने के लिए मैसर्सैं सुपरिटेंडेंस क. आफ इंडिया (प्राइवेट) लिमिटेड, 138 अंगपा न्वाइकेन स्ट्रीट मद्रास को इस अधिसूचना के प्रकाशन की तारीख से तीन वर्ष की अवधि के लिए निर्यात से पूर्व निरीक्षण करने के लिये एक अभिकरण के रूप में निम्न शर्तों के अधीन एतद्वारा मान्यता देती है :—

(1) मैसर्सैं सुपरिटेंडेंस क. आफ इंडिया (प्राइवेट) लि. मद्रास निर्यात निरीक्षण परिषद द्वारा

इस संबंध में नामित अधिकारी को उसके द्वारा अपनाई गयी निरीक्षण पद्धति की जांच करने के लिए पर्याप्त सुविधाएं प्रदान करेगा जिसमें कि वह खनिज तथा अयस्क (ग्रुप-II) के निर्यात (निरीक्षण) नियम, 1965 के नियम 4 के प्रत्यर्थत निरीक्षण प्रमाण-पत्र जारी कर सके।

(2) मैमर्स सुर्परिटेंडर क. ग्राह डंडिया (प्राइवेट) लि., मद्रास इस अधिसूचना के अधीन अपने कार्यों के अनुगालन में ऐसे निर्देशों ने आवश्य होगी जो निदेशक (निरीक्षण एवं क्वालिटी नियंत्रण) समय-समय पर लिखित रूप में देंगे।

[फाइल सं. 5/11/93-ई आई एंड ईपी]

कुमारी सुमा सुब्रान्ना, निदेशक

New Delhi, the 4th January, 1994

S.O. 260.—In exercise of the powers conferred by sub-section (1) of Section 7 of the Export Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises, for a period of three years from the date of publication of this notification, M/s. Superintendence Co., of India (P) Ltd., 138, Argappa Naicken Street, Madras, as an agency for the inspection of Minerals and Ores (Group-I) namely Barytes and Steatite, prior to export, subject to the following conditions, namely :—

- that M/s. Superintendence Co. of India (P) Ltd., Madras shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in granting the certificate of inspection under rule 4 of the Export of Minerals and Ores Group II (Inspection) Rules, 1965;
- that M/s. Superintendence Co. of India (P) Ltd., Madras in the performance of their function under this notification shall be bound by such directives as the Director (Inspection and Quality Control) may give in writing from time to time.

[File No. 5/11/93-EI&EP]

KUM. SUMA SUBBANNA, Director

नर्थी फैल्ली, 4 जनवरी, 1994

का.ग्रा. 261.—निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त अनियों का प्रयोग करते हुए, केंद्रीय सरकार वाणिज्य मंत्रालय की अधिसूचना सं. का.आ. 3975 दिनांक 20-12-65 तथा अधिसूचना सं. का.आ. 3978 दिनांक 20-12-65 क्रमण;

में संलग्न अनुमती में विनिर्दिष्ट खनिज तथा अयस्क (ग्रुप-1) और (ग्रुप-2) का मद्रास में निर्यात में पूर्व, निरोक्षण करने के लिये मैमर्स मित्रा एस.के. प्रा.लि., 22, वेस्ट-माधा, चर्च गेट, रोयापुरम, मद्रास-600013 को इस अधिसूचना के प्रकाशन की तारीख में तीन तर्दे की अवधि के लिये निम्न शर्तोंके प्रवीन एतद्वारा एक प्रसिद्धरण के रूप में भाव्यता प्रदान करती है, ध्यानतः—

- मैमर्स मित्रा एस.के. प्रा.लि., मद्रास निर्यात निरीक्षण परिषद द्वारा इस संबंध में नामित अधिकारी को आने द्वारा अपनाई गयी निरीक्षण पद्धति की जांच करने के लिये पर्याप्त सुविधाएं प्रदान करेगा जिसमें कि खनिज तथा अयस्क (ग्रुप-1) तथा (ग्रुप-2) निर्यात (निरीक्षण) नियम, 1965 के नियम 4 के अन्तर्गत निरीक्षण प्रमाण-पत्र दिया जा सके।
- मैमर्स मित्रा एस.के. प्रा.लि., मद्रास इस अधिसूचना के अधीन अपने कार्यों के अनुपालन में ऐसे निर्देशों द्वारा आवश्य होगी जो निदेशक (निरीक्षण एवं क्वालिटी नियंत्रण) समय-समय पर लिखित रूप में देंगे।

[फाइल सं. 5/13/93-ई आई एंड ई पी]

कुमारी सुमा सुब्रान्ना, निदेशक

New Delhi, the 4th January, 1994

S.O. 261.—In exercise of the powers conferred by sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises for a period of three years from the date of publication of this notification, M/s. Mitra S.K. Pvt. Ltd. 22, West Madha Church Road, Royapuram, Madras-600013, as an agency for the inspection of Minerals and Ores (Group-I) and (Group-II) specified in Schedule annexed to Ministry of Commerce Notification No. S.O. 3975 dated 20-12-1965 respectively prior to export at Madras, subject to the following conditions, namely:—

- that M/s. Mitra S. K. Pvt. Ltd., Madras shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in granting the certificate of inspection under rule 4 of Export of Minerals and Ore (Group I) and (Group-II) (Inspection) Rules, 1965;
- that M/s. Mitra S. K. Pvt. Ltd., Madras in the performance of their function under this notification shall be bound by such directives as the Director (Inspection and Quality Control) may give in writing from time to time.

[File No. 5/13/93-EI&EP]

KUM. SUMA SUBBANNA, Director

वितरण पूर्ण, उपभोक्ता मामले
सार्वजनिक वितरण मंत्रालय
भारतीय मानक ब्यूरो
नई दिल्ली, 24 दिसम्बर, 1993

का.श. 262—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एवं द्वारा प्रधिगृहित करता है कि जिन लाइसेंसों के विषय नीचे अनुसूचि में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:-

क्र.सं.	लाइसेंस सं./ सी.एम/एल	लाग द्वारा का लाईस	लाइसेंसधारी का नाम	वर्तु/प्रक्रम	IS: सं./भाग
1	2	3	4	5	6
1. 5008546	93-05-01	मैचुरी एवं सदूषण लि�., डब्ल्यू बी आई प्राइवी सो इंडस्ट्रियल प्रोप सेटर, फ्लाट 205, सेक्टर 30, डा.-रखड़गेल, खड़गढ़-721301	सिचाईप्रयोजनों हेतु एल्युमिनियम मिथ्रानु के पाइप, SI 07092 : 87 एक्सट्रुडिंग टाइप		
2. 5008647	93-05-01	आर.आर.ओ. स्टॉल लि., जिन्दल इंडिया कंग इंड, एन.एच. 6, जगतपुर, डा. आरगोरो हावड़ा	कंकोट प्रबर्तन हेतु उच्च तनत सामर्थ्य इस्पात के विष्ट सरिंग/पार प्रेस 550, माइग : 4 से 9 मिमो तक	IS 01786 : 85	
3. 5008748	93-05-01	आल्का ऐनियर्स, 60/3 ओ. रोड, नैजाजी गढ़, हावड़ा 711108	आलू के तबिद्देव वरसाती शाख और फिल्टर, टाइप ए सोफेट महिन		IS 01230 : 79
4. 6013241	93-04-16	गोल्डस्टार सीमेंट्स लि., तरसिम्हापुरी ग्रा., कामपुड़ी मंडल, गुरुग्राम-522614	साधारण पोर्टेनैट सीमेंट		IS 08112 : 89
5. 6013342	93-04-16	एस.बी. सीमेंट्स लि., कनकाश्रिपल्ली, कोइलकुट्टा तालुक, तिळा कुरुक्षेत्र-518123	साधारण पोर्टेनैट सीमेंट		IS 00269 : 89
6. 6013443	93-04-16	सीमेंट्स कारपोरेशन आफ इंडिया लि., आविलाश फैक्ट्री, आविलाश-504003	साधारण पोर्टेनैट सीमेंट		II 08112 : 89
7. 6013544	93-04-16	राजाजो होम इकिपमेंट्स, 50-ए, अपारस्वामी कोइल स्ट्रीट, 3 तिळवाडीट्टपूर, मद्रासा-600019	पिट्वा एल्युमिनियम के गैर प्लास्टिक लेपित बर्नेन		IS 01600 : 82
8. 6013645	93-04-16	रोहिंग केबल, फ्लाट नं. 21 ओ. निलो इंडस्ट्रीट, मद्रासा-600098	एल्यूमीनियम चालक बाले खोलरहित एक जोड़ बाले पी बी सी रोधिन केबल		IS 00684 : 90
9. 6013746	93-04-16	अयंतो गारमेंट्स, 3-ए, एम जी जी ओ कालोनी, आठवीं स्ट्रीट होरोड-638009	सादा बुनी बनियान, 75 से 100 से 100 तक घीर एन घीर आर एन एस		IS 04964 : 91
10. 6013847	93-04-16	पावर कंट्रोल लैम, कोरेकाना हुन्नी, बंगलौर-560084	डाइरेक्ट घीर लाइन भोटर स्टार्टर, बायू वियोज्य काल्टेक्टर, 4 सी-3, 415 बी, 3 फेजो, 5 फेजी		IS 08544 : 77
11. 6013948	93-04-16	स्पूकास्ट केमिकल्स प्रा. लि., फ्लाट नं. 235 एन, बोमसेट्ट इंडस्ट्रियल एरिया, होम्पूर रोड, बंगलौर-562158	कापर सल्फेट लक्नार्की प्रेस		IS 00281 : 82

1	2	3	4	5	6
12. 6014041	93-04-16	किसान हन्देकटोमाइडस कॉ., स०-14, इंड एस्टेट, विजयवाड़ा 520007	मैलाथियान ई मी		IS 02567: 78
13. 6014142	93-05-01	प्रोमियर बीमेंट कंपनी, 171 रामाकौर स्ट्रीट, कोट्टार, कोपम्बत्तुर (तमिलनाडु) 641009	प्रोयोगिक प्रयोग हेतु मंजिनप्ट हिटरजेन्ट		IS 04958: 77
14. 6014243	93-05-01	प्र० स्ट्रेटम पैंड सेमेंट कंपनीट्रोइक्ट्स, भवार्नापुरम, विजयवाड़ा-520012	पूर्वदेश कंकाट पाइर, एन पी 2, श्रेणी, साइज 89 मे 1200 मिमी तक, एन पी श्रेणी, 380 से 450, 600, 900, 1000 और 1200 मिमी सादा सिरे बाले कालर एन पी 2, साइज 80		IS 00458: 88
15. 6014344	93-05-01	पनाथम बीमेंट्स पैंड मिनरल्स इंड्र, सेमेंट भगव. डा. -318206	साधारण पोटेन्चर बीमेंट		IS 08112: 89
16. 6014445	93-05-01	टनर इंजीनियरिंग कॉ. 775 पुलियाकुनम रोड, पा.एन पनाथम, कोपम्बत्तुर-641037	तिमज्जय पस्टेट, बीटर रेटिंग 3, 7 कि.वा., 6 स्ट्रेच, 50 मिमी ईएचएम, साइज 150 मिनट, बोरबेल साइज जीएल एम बन्ध, कुडिलिन कुडिली 60, 100 वा, 230 वी-22 टार्पी		IS 08034: 89
17. 6014546	93-05-01	देवी प्र०स्ट्रोइजेन, ब्लाटन, 48, प्राईडोग, मालपुर, नाचा राम, आर.आर.जिला, हैदराबाद (आ.प्र.) 600762			IS 00418: 78
18. 6014647	93-05-01	मांय इलेक्ट्रोइ प्रा.लि., निल्कल्लोर, हाईरोड, नेड्हिला, मद्रास-600052	आवरित इमेक्टोड.साइज 2, 5, 3, 15, 4, 0, 5, 0 मिमी, कॉड ईएचए 4211, 4221 प्रौर ई वी 5424		IS 00814: 91
19. 6014748	93-05-01	पनाथम बीमेंट्स पैंड मिनरल्स इंडनि., सेमेंट भगव. डा., जिला कुम्भन 518206	पोटेन्चर धातुमल बीमेंट		IS 00455: 89
20. 6014849	93-05-01	राज्यश्री बीमेंट, प्रादिल्लूतपाठ, मालरोड, जिला गवर्नर्या 585317	सल्फेट प्रनिरोधी धातुमल बीमेंट		IS 12330: 88
21. 6014950	93-05-01	मारा एस्ट्रोइजेन, 1-7-1054/1 इंड.एरिया, प्रजामाकाद, हैदराबाद-500020	जीएल ओएम टाइप गहराई से पार्सी निकालने काले हैंडग्राप		IS 13056: 91
22. 7013246	93-04-16	प्रसफाल एंडइक्ट्स पैंड कॉम्प्रेशन कॉ., ब्लाटन 7, कामा इंडस्ट्रीजन एस्टेट, गोरेगांव पूर्व, बम्बई	कंकाट मे जोड़ लगाने के लिए गर्म लगाया जाने वाला सीलिंग योगिक, ग्रेड बी, (ईयन प्रनिरोधी)		IS 01834: 84
23. 7013347	93-04-16	शाह स्टील इंडस्ट्रीज, ब्लाट 221, मोला कर्नाल, हाईवे, समतोज नालुक, कर्नाल, मेहसाणा जिला	उच्च तनन गामर्ध्य के विकृत सरिए ग्रेड 415 साइज 8 से 32 मिमी तक		IS 01786: 85
24. 7013448	93-04-16	स्टार बीमेंट कॉ., प्राय बानकपुर डा. नाधार खा., तालुक गोधारा, पंचमहल जिला	साधारण पोटेन्चर बीमेंट		IS 00269: 89
25. 7013549	93-04-16	यूनिमिन इंडिया लि., ग्राम काडिया, डा. आमपुर, नार्नदामन 396210	पेयजल प्रापूति हेतु प्र लाइट्फॉन पी वी सी पाइर, श्रेणी 2, 63 से 180 मिमी, श्रेणी 3, 40 से 180 मिमी तक		IS 04985: 88
26. 7013650	93-04-16	गणेश एनहाइट्राइड लि., जी-61/62 नारापुर.एम आई डा. मा., गोपनर ठाणे 401506	पूर्वोत्तर अमृत खाद्य ग्रेड		IS 06793: 72
27. 7013751	93-05-01	पारत कंकाटप्रोइक्ट्स, ब्लाटन, सी-63 एम आई डा. मा., मिरजीने, रत्नगढ़ि 415639	कंकाट पाइर, श्रेणी एन पी-2, सादा सिरे, साइज : 900 से 1200 मिमी		IS 00458: 88

1	2	3	4	5	6
28. 7013852	93-05-01	एन.के. इंजीनियर्स, ग्रान्डुभा मिल्स के पांडे, जो एच बी के पीछे, मुख्यरामनगर, रवैंदा, धरमशाहीबाद-3380021	हस्ताक्षित जंजोरधिरकी ज्ञान, साइप्रॅट इलेक्ट्रॉन 1000 किलो	IS 03832: 86	
29. 7013953	93-05-01	नर्मदा ग्रैलाइसेंज प्रा० लि., 11-12 नोवल हॉस्ट्रियल एस्टेट नं. 1, नवधर, बसई पूर्व, जिला 401202	त्र.पे. गे. हेतु घरेलू गैस बून्हा	IS 04246: 84	
30. 7014046	93-05-01	प्रतिभा इंजिनीयरिंग, बम्बई कॉम्प्लेक्शन एंड इंजीनियरिंग कं. प्रा.लि., चिंओन-द्वाब्बे रोड, चेन्नौर, बम्बई-400071	मेन होल के लिए कंक्रीट के पूर्व छले बक्कल, टाइप गोल, हल्के, मध्यम भारी	IS 12592: 88	
31. 7014147	93-05-01	परीक्षित प्लास्टिक्स प्रा० लि., फेज 4, जो भाई डी सी, पटवा, धरमशाहीबाद-382445	पेयजल आपूर्ति, मध्यम आवृद्धोगिक पानी उच्च धनत्व पालंगोहलीन हेतु पाइप श्रेणी 3,315 मिमी तक श्रेणी 4, 180 मिमी तक	IS 04984: 87	
32. 7014248	93-05-01	स्टार एंजीनीरिंग, 884/15, जो भाई डी सी एस्टेट, मकरपुरा, बड़ीश 390001	अग्निशमन हेतु शुष्क पाउडर	IS 04308: 82	
33. 7014349	93-05-01	पायरकोन एन्ट्रप्राइजेज, बी-61, जो भाई डी सी, इंशेफ्ट्रॉनिक्स एस्टेट, सेक्टर 25, गोविंदगढ़ 382023	इलेक्ट्रॉनिक टाइप चंबा रेगुलेटर, एक फैजो, 300 थो, 220 से 240 वो	IS 11037: 84	
34. 8014758	93-05-16	सिहुल मिनरल्स प्रा० लि., 4 चौथा भौल का पत्तर, जो टी रोड, छपरोला, गाजियाबाद	जी एच मी भूरकन चूर्ण	IS 00561: 78	
35. 8014859	93-04-16	शिवशक्ति पाइप इंडस्ट्रीज, 54 किमी, मेरठ रोड, मुज़ज़फ़रगढ़-251003	दानेदार फोरेट	IS 09359: 80	
36. 8014960	93-04-16	ए.बी.एस. सीमेंट्स प्रा.लि., 19 किमी रुड़की रोड, मेरठ	33 ग्रैड, साधारण पॉर्टलेंड सीमेंट	IS 00269: 89	
37. 8015053	93-04-16	फैगे बेच्च इलेक्ट्रोड (प्रा.) लि., प्लाट नं. 81, सेक्टर 4, सिरगट्टी इंडस्ट्रियल एरिया, बिलासपुर (म.प्र.)	कार्बन और कार्बन बैगनीज इस्पात हेतु मैनप्ल धातुओं के बेल्डिंग हेतु आवश्यक इलेक्ट्रोड, ई भार 4111, साइज 315X 350, 40, X 450 और 5.0 X 450	IS 00814: 91	
38. 8015154	93-04-16	बरण सीमेंट (प्रा.) लि., ग्राम अमजोरा, जिला धार (म.प्र.)	साधारण पॉर्टलेंड सीमेंट	IS 08112: 89	
39. 8015255	93-04-16	बाणीय इंजीनियरिंग इंडस्ट्रीज, बी-1, इंडस्ट्रियल एरिया, मेरठ रोड, गाजियाबाद-201003	मस्कर्क काच रेखा प्रबलित पॉलीएस्टर के लाइट टाइप शौल पाल	IS 11246: 92	
40. 8015356	93-05-01	तिक्किं कॉर्पोरेशन प्रा.लि., ग्राम लुबाकपुर, मेरठ सरकारी रोड, 14 किमी, डा. दवधवा, जिला मेरठ	कुणालिंग हेतु रक्षः तके लारियल जटा शोट, मध्यम ग्रेड	IS 03391: 87	
41. 8015457	93-05-01	दवास स्टेन पाइप्स, पा. व डा.-माजरा-डवास, दिल्ली-110081	पूर्व छले कंक्रीट पाइप श्रेणी एन वो-2, 450 मिमी	IS 00458: 88	
42. 8015558	93-05-01	लकी सेल्स कारपोरेशन, टो-367 गोलमपुरी, सीलमपुर, दिल्ली-110053	एल्युमीनियम मिश्रधातु के वरवाजे के हत्थे, टाइप 4	IS 00208: 87	
43. 8015659	93-05-01	पेटटो केम इंडिया, 320, करावले नगर, हैंड, गोरिया, दिल्ली-110094	एनिलीकॉस ई सी	IS 13403: 92	

1	2	3	4	5	6
44.	3013962	93-04-01	सोनाकेम इंडिया (प्रा) लि., 768 हैंड परिया, फेज 2, चंडीगढ़ 160002	सीमेंट रोगन	IS 05410 : 69
45.	9013963	93-04-01	मोटारी इंडस्ट्रीज लि., डा टोमान्सा, तह. एवं जिला रोपड़, टोमान्सा,	क्लोरोपाइरोकांस ई सी	IS 08944 : 78
46.	9014056	93-04-16	हिन्दुस्तान टिन मीन्य. कं., रोहतक रोड, ग्राम छुण्यापुरो, जोद	बनस्तिंति के 15 मिट्रा, के बीचोर टिन	IS 10325 : 89
47.	9014157	93-04-06	प्रांटो इंजीनियर्स, ई-292 फौकल व्हाइट, लुधियाना 141010	बरदाजी के लिए फर्श की स्प्रिंग	IS 06315 : 92
48.	9014258	93-04-16	चोर इंडस्ट्रीज, जो दी रोड, मकानपुरन, जिला जालंधर 144008	मेनहोलहेतु सी आई पाइप	IS 05455 : 69
49.	9014359	93-04-16	मोटारी इंडस्ट्रीज लि., ग्राम टोमान्सा, तह. एवं जिला रोपड़, टोमान्सा 140001	ब्लूटाक्सार	IS 09356 : 80
50.	9014460	93-04-16	मनुत एन्टरप्राइजेज लि., लाटन 657, हैंड परिया, फेज 1, चंडीगढ़	स्लोस ब्राकित एच डी सी ई भारत	IS 10840 : 86
51.	9014561	93-05-01	फारेमेन्स एन्टरप्राइजेज, लाटन 18, हैंडस्ट्रियल परिया, चंडीगढ़-173205	तीन पिल प्लग और साफेट आउटलेट 6ए, 6ए/16ए, 240 ओ, ७लश	IS 01293 : 88
52.	9014662	93-05-01	हरियाणा इंसुलेटिंग वायर्स प्रा. लि., 102, उद्योग विहार, बुंडाहोड़ा, गुडगांव (हरियाणा)	इनेमल बड़े गोल बेस्टन तार, मध्यम ब्रेण्ट, साइज 0.9 और 0.28 मिमी	IS 04800 : 68
53.	9014763	93-05-01	प्रताप वायर्स (इंडिया) प्रा. लि., ग्राम सूरजपुर, डा. मोतली (इमाल के पास) साइज : 2 से 4 मिमी तक तह. इर्झारा, कानपुर	एम एस तार,	IS 00280 : 78
54.	9014864	93-04-16	भनकान एंड सिस्ट्स, 74 हैंड, डा. शार्नीना, महरोला रोड, गुडगांव 120001	प्रति हिम इथाइलीन ब्लाइकोन	IS 05759 : 70
55.	9014965	93-04-16	बनुज सीमेंट इंडस्ट्रीज, बोका कुपार, तहसील पांडोन्टासाहिब, तिसोर (पंजाब)	सीमेंट ओ वी सी	IS 00269 : 89
56.	9015058	93-05-01	किट एव्वा इंडस्ट्रीज लि., शाहबाद रोड, रामपुर 244901	सकड़ा के कण बोर्ड	IS 03037 : 85
57.	9015159	93-05-01	क्रीमिका एंड्रो फूड्स (प्रा.) लि. पियरेनग रोड, फिल्डोर	विस्कुट	IS 01011 : 92
58.	9015260	93-04-01	एसोसिएशन सिलिन्डर इंडस्ट्रीज (प्रा.) लि., हैंड काम्पलेक्स, बारो बाहमण, जम्मू	ब्र.पे.ग. सिलिन्डर	IS 03196 : 92

MINISTRY OF CIVIL SUPPLIES, CONSUMER AFFAIRS & PUBLIC DISTRIBUTION
BUREAU OF INDIAN STANDARDS

New Delhi, the 24th December, 1993

S.O. 262.—In pursuance of sub-regulation (5) of the Bureau of Indian Standards (certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule.

THE SCHEDULE

Sl. No.	CM/L—No.	Operative Date	Name and Address of the Party	Article /Process covered by the licence	IS : No./Part
1	2	3	4	5	6
1.	50008546	930501	Century Extrusions Ltd. WBIDC, Industrial Growth Centre, Plot 7A, Sector 'B' PO Rakhatungle Kharagpur 721301.	Aluminium Alloy Tube for Irrigation Purposes type Extruded	IS 07092 : 87
2.	5008647	930501	AAR AAR Bee Steel Ltd. Jindal India Compound, NH6, Jangalpur, P.O. Argori, Howrah	High strength deformed steel Bars/ Wire for Concrete reinforcement Grade Fe 550 Size 4 to 9 mm	IS 01786 : 85
3.	5008748	930501	Alfa Mfg. Company, 60/3, 'O' Road, Netajigarh, Howrah : 711108.	Sand Cast Iron Rainwater Pipes and Fittings with Type 'A' Sockets	IS 01230 : 79
4.	6013241	930416	Goldstar Cements Limited, Narasimhapuri Village Karampudi Mandal Guntur Distt. 522614	Ordinary Portland Cement	IS 08112 : 89
5.	6013342	930416	S.V. Cements Limited, Kanakadripalli Koilhunla TQ. Distt. Kurnool-518123.	Ordinary Portland Cement	IS 00269 : 89
6.	6013443	930416	Cements Corporation of India Ltd. Adilabad Cement Factory, Adilabad 504003.	Ordinary Portland Cement	IS 08112 : 89
7.	6013544	930416	Rajali Home Equipments 50-A Apparswamy Kioil Street Triruvottiyur, Madras-600019.	Non-stick Plastic Coated Wrought Aluminum Utensil (Part : 01)	IS 01600 : 82
8.	6013645	930416	Robini Cables, Plot No. 21-G SIDCO Indl. Estate, Madras-600098.	PVC Insulated Cable, Single Core Unsheathed Aluminium Conductor, Insulation Type 'A'	IS 00694 : 90
9.	6013746	930416	Jayanthi Garments 3-A, N.F.G.O. Colony 8th Street Erode 638009.	Plain Knitted Cotton Vests. 75 to 110 CMS RN & RNS.	IS 04964 : 91
10.	6013847	930416	Power Control Labs. Kacherakana Halli, Bangalore-560084.	Direct On-Line Motor Starters AIR Break Contactor, AC-3 415V, 3 Phase, 50 Cycles	IS 08544 : 77
11.	6013948	930416	Lucast Chemicals Private Limited Plot No. 235 M, Bommashandra Industrial Area Hosur Road Bangalore-562158	Copper Sulphate Tech.	IS 00261 : 82
12.	6014041	930416	Kisan Insecticides Co. C-14 Indl. Estate. Vijayawada 520007.	Malathion EC	IS 02567 : 78

1	2	3	4	5	6
13.	6014142	930501	Premier Chemical Works 171, Ranga Konar Street, Kattor, Coimbatore (TN) 641009.	Synthetic Detergent for Industrial Use.	IS 04956 : 77
14.	6014243	930501	Asbestos and Cement Concrete Products, Bhavanipuram. Vijayawada 520012.	Pre-cast concrete pipes NP2 Class Size 80 to 1200 mm NP3 Class 380, 450, 600, 900, 1000 & 1200 mm Plain Ended Collars NP2 Size 80.	IS 00458 : 88
15.	6014344	930501	Panyam Cements & Mineral Inds. Ltd. Cementnagar Post Cementnagar Post 318206.	Ordinary Portland Cement	IS 08112 : 77
16.	6014445	930501	Tunner Engineering Company 775, Puliakulam Road P.N. Palayam, Coimbatore-641037.	Submersible Pumpsets Motor Rating 3.7kW 6 Stages, 50 mm DEL. Size 150 mm Borewell Size	IS 08034 : 89
17.	6014546	930501	Devi Enterprises Plot No. 48, I.D.A. Mallapur Nacharam RR Distt. Hyderabad (AP)-500762.	GLS Lamps, Coiled Coil, 60, 100 W 230V B-22 Caps.	IS 00418 : 78
18.	6014647	930501	Mauriya Electrode Private Limited Thiruvallore High Road, Red Hills, Madras 600052.	Covered Electrode Size 2.5, 3.15, 4.0 & 5.0 mm Code ER 4211 4221 & EB 5424	IS 00814 : 91
19.	6014748	930501	Panyam Cements & Mineral Inds. Ltd., Cementnagar Post, Distt. Kurnool-518206.	Portland Slag Cement	IS 00455 : 89
20.	6014849	930501	Rajashree Cement Adityanagar, Malkhed Road, Distt. Gulbarga-58317.	Sulfate Resistant Portland Cement	IS 12330 : 88
21.	6014950	930501	Meera Industries, 1-7-1054/1 Indl. Area, Azamabad, Hyderabad-500020.	Volvo Type Deepwell Handpumps	IS 13056 : 91
22.	7013246	930416	Universal Asphalt Products & Construction Co., Plot No. 7 Cama Industrial Estate, Goregaon East, Bombay-400063.	Hot Applied Sealing Compound for Joint in Concrete Grade B (Full Resistant)	IS 01834 : 82
23.	7013347	930416	Sahal Steel Industries, Block No. 2221, Sola-Kalol Highway, Samtej, Taluka Kalol, Mehsana Distt.	High Strength Deformed Steel Bars, Grade Fe 415 Size 8 to 32mm	IS 01786 : 85
24.	7013448	930416	Star Cement Co. Village Vanakpur, Post Nadarkha, Taluka Godhra, Panchmahal Distt.	Ordinary Portland Cement	IS 00269 : 89

1	2	3	4	5	6
25. 71013549	93 04 16	Union India Ltd. Vill. Kadia, P.O. Bhimpur, Nanidaman-396218.	Unplasticized P.V.C. Hose pipe for supply of drinking water Gr.-II, 63 to 180 mm, Gr. III 40 to 180mm.	IS 04 985 : 88	
26. 7013650	93 04 16	Ganesh Anhydride Ltd., G-61/62, Tarapur MIDC Boisar, Thane-401506.	Fumeric Acid (Food Grade)	IS 06 793 : 72	
27. 7013751	93 05 01	Bharat Concrete Products, Pt. No. C-63, MIDC Mirzole, Ratnagiri-415639.	Concrete pipes Gr. NP-2, Simple ends., size : 900 to 1200 mm.	IS 00458 : 88	
28. 7013852	93 05 01	N.K. Engineers Behind Arbudha Mills Behind GHV Sukhram Nagar, Rakhali Ahmedabad-380021.	Hand-pull Chain moving Blocks Size SWL 1000 kgs.	IS 03832 : 86	
29. 7013953	93 05 01	Narmada Appliances Pvt. Ltd. 11-12 Nobal Indl Estate No 1. Navdhar, Vasai(east) Thane-01202	Domestic Gas Stove for LPG	IS 04246 : 84	
30. 7014046	93 05 01	Pratima Industries Bombay Const. and Eng. Co. Private Limited. Sion-Trombay-Road, Chembur, Bombay- 00071.	Concrete cast lids for Manholes type-round light, medium and heavy-	IS 12592 : 88	
31. 7014147	93 05 01	Parikshit Plastics P. Ltd. Phase IV, GIDC, Batwa, Ahmedabad-382442.	Polyethylene pipes of high intensity for supply of drinking water, Sewerage and Indl. drainage. Grade upto 315 mm. Grade 4 upto 180 mm.	IS 04984 : 87	
32. 7014248	930501	Star Agencies, 884/15, G.I.D.C. Estate, Makarpura, Baroda-390001.	Dry Powder for fire Fighting	IS 04308 : 82	
33. 7014349	930501	Powercon Enterprises, B-61, DIDC, Electronic Estate, Sector 25, Gandhinagar-382023.	Electronic Type Fan Regulators Single Phase 300 Watt. 220 to 240V	IS 11037 : 84	
34. 8014758	930416	Singhal Minerals Pvt. Ltd., 4th Milestone, G.T. Road, Chhaprauli, Ghaziabad (UP)	BHC Dusting Powder	IS 00561 : 78	
35. 8014859	930416	Shiv Shakti Pipe Industries 54 KM Meerut Road, Mujaffarnagar-251003	Phorate Granules	IS 09359 : 80	

1	2	3	4	5	6
36.	8014960	930416	A B S Cements Pvt Ltd , 19 KM, Roorkee Road, Meerut	Ordinary Portland Cement 33 Grade	IS 00269 : 89
37.	8015053	930416	Ferro Weld Electrode (P) Ltd , Plot No 81 Sector A, Srigitti Industrial Area, Bilaspur (MP)	Covered Electrode for Manual Metal ARC Welding of Carbon and Carbon Manganese Steel ER 4111 Size 3.15* 350 4.450 and 5.0*450	IS 00814 : 91
38.	8015154	930416	Varun Cements (P) Ltd , Village Amzora Distt Dhar (MP)	Ordinary Portland Cement	IS 08112 : 89
39.	8015255	930416	Varshney Engineering Industries S. D-1, Industrial Area, Meerut Road, Ghaziabad-201003.	Glass Fibre Reinforced Polyester- Resin Contact Moulded Squatting Pans	IS 11246 : 92
40.	8015356	930501	Tirupati Coirs Pvt. Ltd., Village Bubakpur, Meerut Sardana Road, 14 KM, P.O. Dabthwa Distt. Meerut	Rubberized Coli Sheets for Cushioning Medium Grade	IS 08391 : 87
41.	8015457	930501	Dabas Spun Pipes, Village & PO Majra Dabas Delhi 110081.	Pre-Cast concrete Pipes Class NP2 450 mm	IS 00458 : 88
42.	8015558	930501	Lucky Sales Corporation T-367 Gautampuri, Seelampur, Delhi-110053.	Aluminium Alloy Door Handles Type '4,	IS 00208 : 87
43.	8015659	930501	Pesto Chem India 320, Karawal Nagar Indl. Area, Delhi-110084.	Anilophos EC	IS 13403 : 92
44.	9013862	930401	Sonacem India (P) Ltd., 768, Indl. Area, Phase-2, Chandigarh 160002.	Cement Paint	05410 : 69
45.	9013963	930401	Montari Industries Ltd. Village Toansa Teh. & Distt. Ropar, Toansa.	Chlorpyriphos FC	IS 08944 : 78
46.	9014056	930416	Hindustan Tin Mfg. Co., Rohtak Road, Village Kishanpura, Jind.	15 Kg Square Tins for Varaspati	IS 10355 : 89
47.	9014157	930416	Auto Engineers E-292, Focal Point, Ludhiana - 141010.	Floor Spring for Heavy Doors	IS 06315 : 92
48.	9014258	930416	Bir Industries, G.T. Road, Masoodan, Jalandhar-144008.	CT Steps for Manholes	IS 05455 : 69
49.	9014359	930416	Montari Industries Ltd., Village Toansa, Teh. & Distt. Ropar Toansa-140001.	Butachlor EC	IS 09356 : 80
50.	9014460	930416	Amrit Enterprises Ltd., Plot No. 657, Indl Area, Phase-I, Chandigarh.	Blowmoulded HDPE Containers	IS 10840 : 86

1	2	3	4	5	6
51.	9014561	930501	Parmax Enterprises Plot No. 18, Industrial Area, Baddi 173205.	3 Pin Plugs & Socket Outlets 6A & 6A/16A, 240V, Flush	IS 01293 : 88
52.	9014662	930501	Haryana Insulated Wires Pvt. Ltd., Enameled Round Winding Wires 102, Udyog Vihar, Dundahera, Gurgaon (Haryana).	Medium Class Size 0.9 & 0.28 mm	IS 04800 : 68 Part : 05
53.	9014763	930501	Partap Wires (India) Pvt. Ltd., Village Surajpur P.O. Motli (Ner Damtal) Teh. Indora Kangra.	MS Wire Size 2 to 4 mm	IS 00280 : 78
54.	9014864	930416	Ancol Adhesives 74, Indl. Dev. Colony, Mehrauli Road, Gurgaon-122001.	Ethylene Glycol Antifreeze	IS 05759 : 70
55.	9014965	930416	Anuj Cement Industries, Dhauha Kuan, Teh. Paonta Sahib, Sirmour (Punjab).	Cement OPC	IS 00269 : 89
56.	9015058	930501	Kit-Ply Industries Ltd., Shahabad Road, Rampur-244901.	Wood Particle Boards	IS 03087 : 85
57.	9015159	930501	Cremica Agro Foods (P) Ltd., Thieng Road, Phillaur.	Biscuits	IS 01011 : 92
58.	9015260	930401	Associated Cylinder Inds. (P) Ltd., Industrial Complex, Bari Brahmana, Jammu.	LPG Cylinders	IS 03196 : 92 Part : 02

[No. CMD/13 : 11]
N. SRINIVASAN, Addl. Director General

नई विल्ही, 24 दिसम्बर, 1993

भान्डा० 26.3.—भारतीय मानक ब्यूरो (प्रगाण्ड) विनियम, 1988 के उपलब्धि (5) के अनुसार में भारतीय मानक ब्यूरो एवं कार्यालय अधिकृति करता है कि जिन आइटेमों के विवरण नीचे घनमूली में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

क्रम संख्या	लागू होने की संख्या	लाइसेंसदारी का नाम	वस्तु/प्रक्रम	— मं०/प्रा०	
1	2	3	4	5	6
1.	5005338	93 03 16	प्रांग शिवा सीमेंट प्रा० लि०, कुमारकुची, सोनापुर असम	33 थ्रेड साधारण पोर्टलैंड सीमेंट।	IS 00269 : 89
2.	5005439	93 03 16	इंडियन इंडस्ट्रीज़, गोलमुरी, जमशेषपुर (बिहार)-831003	1100 थ्रो० नक कार्यकारी बोल्टों के लिए ठोंग एल्यूमीनियम चालकों वाली पीवीसी सीधित केवल।	IS 04289 : 88
3.	5005540	93 03 16	एन० वासेंट संम (प्रा०) लि० 297, शिलापास रोड, बारिशा, फलकता 700008	हस्तचालित नैपरीक हिंडकाव यंत्र पिस्टन टाइप, प्लास्टिक और पोन्ट के लिड्सव यंत्र।	IS 03906 : 82 पार्ट : 01
4.	5005641	93 03 16	इंडियन शायल सील्स एंड मिन्येटिक्स, जसवरहट, कलकता 700 039	विद्युत प्रयोजनों हेतु रबड़ की ब्यूराइपों।	IS 05424 : 69

1	2	3	4	5	6
5.	5005742	93-03-16	इमायर इंडिया लि०, पी-४१, ताराशाला रोड, कलकत्ता-७०००८०	बेंडिंग और कटिंग हेतु मैत्रप्रत ग्लो पाइप।	IS 02653 : 75
6.	5005843	93-03-16	फोर्ट बिलियम कं० लि०, ६८, जी०टी० रोड, कोलानगार, द्वारगढ़ी।	तेल के कुरं और तेन के कुओं की लूचाई में प्रयुक्त तार रस्सी।	IS 04521 : 77
7.	5005944	93-03-16	विमूर्ति हंजी० थक्से जसपारा, कोना रोड, संचागाठी, जीआईपी कालोनी, हावड़ा-७११ ३२१	कडाई	IS 04109 : 67
8.	5006037	93-03-16	फैलकल द्यूस्त प्रा० लि०, बपरैल रोड, डॉ० न्यू चम्पल, जि० दार्जिलिंग।	पेयजल प्राप्ति हेतु अप्लाईड वीवीमी पाइप	IS 04985 : 88
9.	5006138	93-03-16	एन० दास एंड संस (प्रा) लि०, २९७, शिलपास रोड, बारिशा, कलकत्ता-७००००८	पाव छिपकाव यंत्र।	IS 03652 : 82
10.	5006239	93-04-01	आर० शी० इंडस्ट्रीज, कालापहाड़ा- बिनोबा नगर, गुवाहाटी।	मत, गर्दे जल और संत्रानी पाइप के लिए वानू के मामचे द्वारे स्पिग्ट और फिटिंग।	IS 01729 : 79
11.	5006340	93-04-01	उपाध्याय बाल्कम मैन्यू. (प्रा०) लि०, ६०/१/१ ओ० रोड, बेलगाँधिया, हावड़ा।	जल, गैंग और मतन-जल तेल, वाक पाइप के लिए सीआई फिटिंग।	IS 10538 :
12.	5006441	93-04-01	शीटोगी एप्लो इम्प्लीमेंट्स कं०, ६/१ जी०टी० रोड, बेनी, हावड़ा।	हस्त प्रवालित नीपसेक छिपकाव यंत्र।	IS 03906 : 82
13.	5006542	93-04-01	आइट मैन एंड कं०, फोरेफैन रोड, डॉ-सोडोपुर, जि-२४ परगना।	हस्त प्रवालित नीपसेक छिपकाव यंत्र।	IS 03906 : 82
14.	5006643	93-04-01	श्रीशक्ति इंडस्ट्रीज, बाल्कम बनाक के पास, डॉ-बाल्कम, जि. औरंगाबाद (विहार)-८२४२१२	चीकोर कतस्तर-१५ फिट्र० वनस्पति खाद्य तेन और बेनी सोखन हेतु।	IS 10325 : 89
15.	5006744	93-04-01	श्री एस० के० इंडस्ट्रीज, गोला रोड, दानापुर, पटना-८०१५०३	गहराई से पाइप निकालने वाले पम्प।	IS 13056 : 91
16.	5006845	93-04-01	ऐसव इंडिया लि० पी०-४१, तारातोला रोड, कलकत्ता-७०००७४	गैस सिलाइर के प्रेशर रग्युलेटर जी बेल्डींग, कर्णीग IS 06901 : 88 और मंबंधिन प्रक्रिया में प्रयोग होता है।	
17.	5006946	93-04-01	बेस्टमैं एप्लो इमेंट्स कं० प्रा० लि०, २१२ राजा रामचन्द्र घाट रोड, पानीहाटी, २४ परगना (उत्तर)	पाव छिपकाव यंत्र।	IS 03652 : 82
18.	5007039	93-04-01	एच इंजीनियरिंग प्रा० लि०, १ रामचन्द्र हेस्ट्रीट रडाला डॉ० नरेश्वर, २४ परगना (दक्षिण)	११०० ओ० तक कार्यहारा बोयटा है पी वी सी रोकिटा बिजली के केबल	IS 51554 : 83
19.	5007140	93-04-01	बर्यगटन पम्प इंडिया लि०, २२ फैरी फैड रोड, पानीहाटी, २४ परगना (उत्तर)-७४३ १७६	प्रग्निशमन उपयोगों के लिए पम्प।	IS 12469 : 88
20.	5007241	93-04-01	एन० दास एंड संस (प्रा०) लि०, २९७ शिलपारा रोड, बारिशा, कलकत्ता-७०००३९	हस्तचापित धूर्णी पम्प।	IS 05135 : 77 भाग : 02
21.	5007342	93-04-01	येस्टन एप्लो इमेंट्स कं० प्रा० लि०, २१२ राजा रामचन्द्र घाट रोड, पानीहाटी, २४ परगना (उत्तर)	हस्तचालित धूर्णी भुरकन यंत्र।	IS 05135 : 77

1	2	3	4	5	6
22.	5007443	93-04-01	प्राईवी शार्ट एस पी सीमेंट कं० लि०, सुमंगलनगर डा- कुतरा, जि-सुदरगढ़, उडीसा।	33 प्रेड साधारण पोर्टलैंड सीमेंट	IS 00269 : 89
23.	5007544	93-04-01	प्राईवीप्राईएस पी सीमेंट कं० लि०, सुमंगल नगर, डा-कुतरा, जि-सुदरगढ़, उडीसा।	पोर्टलैंड बायुमल सीमेंट	IS 00455 : 89
24.	5007645	93-04-01	विरागो सीमेंट्स लि०, डा-देमास, इस्टगारो हिल्स, मेषालय-783122	33 प्रेड साधारण पोर्टलैंड सीमेंट	IS 00269 : 89
25.	5007746	93-04-01	कोने बाल्स मैथु कं०, इरछापुर (दक्षिण), संकागाढ़ी, सामीचंदा ताला, हावड़ा-711104	जलकल कार्यों के लिए स्लूम बाल्ब रेटिंग पीएन 1 सहज़ 125 मिमी	IS 00780 : 84
26.	5007647	93-04-16	हिम्मुस्तान लैम्प बर्स, 32, कोलीपोर रोड, फलकता-700002	टंगस्टन तंतु बाले सामान्य सेवा बल्ब, 15वा, से 100वा तक 230 वो, कुड़तिन कुड़ली/एक कुड़ली वी22 भी/टोपी सहित।	IS 00418 : 78
27.	5007948	93-04-16	बैलिक कार्मस (ईडिया), 14/वी, तिलआला शिवलाला रोड फलकता-700039	प्राईवुड को चायनेटिंगों हेतु आतु की फिटिंग	IS 00010 : 89 भाग : 04
28.	5008041	93-04-16	एस०एन० बूर्जी एंड कॉ० 119/1, बोलिसियस लेट, हावड़ा-711101	वेलिंग्टन तंतु बाले इस्पात के जस्तीकृत माकेट 15मिमी से 1500 मिमी तक एम्पवो।	IS 01239 : 92 भाग : 02
29.	5008142	93-04-16	टेपोन बॉरलेशनल (ईडिया) प्रा०लि० इकाई : श्री हनुमाल बूट मिल्स 76 ए०एस० मुख्यार्थी रोड, घुसुरी, हावड़ा।	जावन पैकिंग हेतु बो-प्रटिन घटन के बारे।	IS 02566 : 84
30.	5008243	93-04-16	प्राशा इलेक्ट्रिकल्स एंड इनेक्ट्रानिक्स इंडस्ट्रीज, चम्पासराय रोड, सिलीगुड़ी (प०न०)-734403	टंगस्टन तंतु बाले सामान्य सेवा बिजली के बल्ब।	IS 00418 : 78
31.	5008344	93-04-16	कन्यारिया फाउन्ड्री वर्क्स प्रा०लि० 54 एवं 54ए रामकृष्ण मंदिर, हावड़ा।	मत ले जन और मंदाती गाइप हेतु सांचे होने लोहे कि स्पिग्ट और माकेट फिटिंग और सहायकांग।	IS 01722 : 79
32.	5008445	93-04-16	पार०के० उच्चोग, पी-७६ शे, चेतारी रोड, फलकता-700027	1100 वो तक कार्यकारी बोस्टन हेतु ताबा आलको बाली ओन रहित पीवीसी रेविल फैबल।	IS 00694 : 90
33.	6010134	93-04-16	नव कर्नाटक स्टील्स लि०, विसिलाहल्ली, अनंतपुर रोड, बेलेरीरोड, कर्नाटक।	संरचना इस्पात मानक किस्म।	IS 00226 : 75
34.	6010235	93-04-16	केंद्रिया बनस्पति लि०, 19-2-226, मिरालम टैक रोड, भैंसपूरा, हैदराबाद-500264	बनस्पति बैंकिंग हेतु नम्य पैक	IS 11352 : 85
35.	6010336	93-03-16	शोलियेर ईडिया लि०, 160/61, लेटिस लिंग रोड, तिलबनामेयर, मद्रास-600041	सीटीवी रिसोवर	IS 10662 : 83
36.	6010437	93-03-16	मालबोरी ईजीनियरिंग बर्स, 465, कामराज रोड, लक्ष्मीपुर, पीलामेहू, कोयम्बतूर-641004	निमज्जय मोटर।	IS 09283 : 79
37.	6010538	93-03-16	मालबोरो ईजीनियरिंग बर्स, 465, कामराज रोड, लक्ष्मीपुरम, पीलामेहू, कोयम्बतूर-641004	निमज्जय मोटर।	IS 08034 : 89

1	2	3	4	5	6
38.	6010639	93-03-16	कनोरिया इंडस्ट्रीज लि०, बागलकोट सीमेंट इन्ड्रीजन, बागलकोट, जिं-बीजापुर (कर्नाटक) -587111	43 एंड साधारण प्रॉटोटोप सीमेंट	IS : 08112 : 89
39.	6010740	93-04-01	स्वालि केबल इंड कंडक्टर्स प्रा०लि०, इंड इव एरिया, मेनविला, कुलाठौर, त्रिवेल्म।	पीवीसी रोधित केबल	IS : 00694 : 90
40.	6010841	93-04-01	दि डायमंड इंजीनियरिंग क०, एसएफ नं० 585/1, राजाजी नगर, किंचोरोड, सिंगनालूर, कोयम्बतूर-641 005	3 फेजी प्रेरण मोटर	IS : 07538 : 75
41.	6010942	93-04-01	देवीई स्टीलाइस, क० सं० 737/5 सेवगामपट्टी, बेलागुडू, नीलाकोट्टाई तालुक, भल्ला जिला, (तमिल) -624202	लिफ्ट्स 6% शानेवार	IS : 09370 : 80
42.	6011035	93-04-01	प्रोसेस इंजीनियरिंग; प्लाट नं० एम-13, पहाड़ी स्वेच्छा, इंड एस्टेट, पीनया, इंड एस्टेट, बंगलोर-56 0058	लकड़ी के पत्तम दरवाजा शटर।	IS : 02202 : 91 भाग : 01
43.	6011136	93-04-01	ओ एम प्राई इंडस्ट्रीज, 38 एवं 39 रामकृष्णपुरम, गणपति, कोयम्बतूर।	पाव शाखा	IS : 10805 : 86
44.	6011237	93-04-01	मद्रास केबल इंडस्ट्रीज, एस०पी० 113 इंड एस्टेट, अम्बालूर, मद्रास-600058	एसोएसआर	IS : 00398 : 76 भाग : 02
45.	6011338	93-04-01	शान्ति वायस (प्रा०) लि०, 2-बी, इंड० इव० एरिया, 11/ 4 पतनजेऱ मेडक, जिं (प्रा०प्र०)	प्रलेपित इस्पात के लड़	IS : 06006 : 83
46.	6011439	93-04-01	प्र०प० इंजीनियरिंग इंडस्ट्रीज, 22 आठ कालीनी, कोयम्बतूर-641018	तीन केजी प्रेरण मोटर	IS : 07538 : 75
47.	6011540	93-04-01	एस०ए०इजी पम्पस (प्रा०) लि०, 1297 मेट्रोपलायम रोड, कोयम्बतूर-641 043	तीन केजी प्रेरण मोटर	IS : 07538 : 75
48.	6011641	93-04-01	एनवेस्ट, 48 याडागम रोड, बेल्हीपलायम, कोयम्बतूर-641 025	मोनोसेट पम्प	IS : 09079 : 89
49.	6011742	93-04-01	रामानाथपुरम हिस्ट्रिक्ट कॉम्प्लिनिंग मिल्स लि०, अचानकुमल प्रा० अबीरोमडा, कामुठी तालुक रामनाथपुरम, जि (तमिलनाडू)	कॉर्ड सूती धागा	IS : 00171 : 85
50.	6011843	93-04-01	जेनिय इंडस्ट्रियल्स, 1316 भवनाशी रोड, पीलामेडू, कोयम्बतूर-641 004	मोनोसेट पम्प	IS : 09079 : 89
51.	6011944	93-04-01	तिरुमलाई कैमीकल्स लि०, 25 बी, स्पिकोट इंड० काम्पलेक्स, रानी रोड (तमि)	बायो एंड फ्यूरेक्स मस्ल	IS : 06793 : 72
52.	6012037	93-04-01	एसोसिएटेड इंजीनियरिंग वर्क्स पो०बा० नं० 17, चिकाकातम रोड, तनकू, तनकू (प्रा०प्र०) -534 211	बायोम चूल्हा	IS : 08749 : 88

1	2	3	4	5	6
53.	6012138	93-04-01	मापू पाठी सीमेंट्स एंड मिनरल्स प्रा.नि., नारापाका घट्टकुल पुरम मंडल, येलमंचिली तालुक, विशाखापट्टनम्, जि-ग्रा.प्र०।	33 प्रेड साधार पोर्टलैंड सीमेंट	IS : 00269 : 89
54.	6012239	93-04-01	द्रुपिकल एंड सिस्टम्स लि., 530/2, बी बनागरम रोड, भाषीवेट, भस्त्रातूर, मद्रास-600058	क्लोरोपप्टोफास 200 ईसी	IS : 08944 : 78
55.	6012340	93-04-01	टेलीकॉम बायर्स एंड केबल्स, एम०एस० रम्भ्या हैंड, एस्ट्रिया, गोकुल, बंगलौर-560054	सिञ्चाई पाइपो हेतु पीई पाइप	IS : 12786 : 89
56.	6012441	93-04-01	वि जनरल्स बीनियरिंग कं०, 1/42 एवं 43 मेट्रोप्लायम रोड, कोवृन्धाम्पलायम, कोयम्बतूर-641030	निमंज्य पम्पसेट	IS : 08034 : 89
57.	6012542	93-04-01	पली टैक पाथर, 93, साठे रोड, सर्वनामपलली, कोयम्बतूर-641 035	पेय जल आपूर्ति हेतु यूपीबीसी पाइप	IS : 04985 : 88
58.	6012643	93-04-01	एस०बी० एल्युमीनियम इंडस्ट्रीज, 11 यिरुमुरुगान स्ट्रीट, एण्णेन नगर, गुरुद्वी, मद्रास-600032	एक्स्ट्रोडिट एल्युमिनियम मिश्रधातु के कब्जे	IS : 00205 : 92
59.	6012744	93-04-01	एस०बी० एल्युमीनियम इंडस्ट्रीज, 11 यिरुमुरुगान स्ट्रीट, एण्णेन नगर, गुरुद्वी, मद्रास-600032	वरषाजे के हत्थे, टाइप 4	IS : 00208 : 87
60.	6012845	93-04-01	टेनबो इंडस्ट्रीज, 4-339, बी, गवर्नेंट हैंड० एस्टेट, पालायाड, तेलीचेरी, तेलीचेरी (केरल)-670 661	सुचाहर्य प्रग्निशामक	IS : 00934 : 85
61.	6012946	93-04-01	ओम मुख्यम इंडस्ट्रीज, 11 एवं 12 रामकृष्णपुरम, एणपतिङ्गा, कोयम्बतूर-641 006	निमंज्य पम्प	IS : 08034 : 89
62.	6013039	93-04-01	चेट्टीनाड सीमेंट कारपोरेशन लि., कुमारराजा मूर्शेयानगर, पुलिवूर सीमेंट फैक्ट्री, बा—कहर तालुक, क्रिची जि—639114	53 प्रेड साधारण पोर्टलैंड सीमेंट	IS : 12269 : 87
63.	6013140	93-04-16	विश्वम सीमेंट लि., मेलाचेरिकु, गा, कोडक तालुक नलगोंडा जि (ग्रा.प्र.)	43 प्रेड साधारण पोर्टलैंड सीमेंट	IS : 08112 : 89
64.	7010240	93-03-16	नवकोम आयल प्राइवेट लि., ई-3/16, 17, एमआईडीसी, कुपवाड भवाक, सागली 416436	वनस्पति	IS : 10633 : 86
65.	7010341	93-03-16	सावर केबल प्रा.लि. सरकारी जिन के सामने, नेशनल हाईवे नं. 8, त्रिम्मत नगर	शिरोपरि प्रेषण हेतु एल्युमीनियम चालक भाग-04	IS : 00398 : 79
66.	7010442	93-03-16	प्रतिपादा कीमीकल्स प्रा.लि. बी : 38 एम भाईडीसी. इंड. एस्टेट, महमदगर 414111	कैरामल (सादा)	IS : 04467 : 80 भाग-01

1	2	3	4	5	6
67.	7010543	93-03-16	एम शाई जी वेन्ड एंड मशीन लि., प्लाट नं. 9/1 एवं 8/3 जीप्राइटीसी विट्टल उद्योग नगर, प्रांत जी-कैमरा (गुजरात) 388121	कार्बन और कार्बन मैग्नीज इरपात की धातु IS:00814:91 आंकड़े वेल्डिंग हेतु प्रावरित इलेक्ट्रोड	
68.	7010644	93-03-16	फोरम एन्टरप्राइजेज, प्लाट नं. 322/बी, एशियन पेन्ट्स, के पास, बैंक शाफ इंडिया अंकलेश्वर जि., भरुच 393002	कोलतार खालिमगर निर्मितियाँ, और मिश्रण IS:05346:75	
69.	7010745	92-04-01	वैयरामेड ईंजी, कार्पोरेशन, बबल - 5, एम शाईसीसी एरिया, बागपुर -- 440018	शिरोपरि प्रेषण हेतु एल्युमिनियम बाल्क IS:00398:76 भाग-02	
70.	7010846	93-04-01	कुमार ईंजीनियरिंग कॉ., मुखराम नगर के पीछे रखेल, भरुचदाबाद	स्लिंग बैम टाईप रिफ्लेक्स (नानरिट्टन) बाल्क IS:05312:84 भाग-01	
71.	7010947	93-04-01	अमर विट्टमेन एंड एलाईड प्रैविट्स लि., प्लाट नं. सी - 158 टीटीसीएम शाई डी सी ईस्टिंग्स एरिया, डा.-के.यू. बाजार पावने, नई घर्माई 4000705	जल सह और नमीसह बनाने के लिए बिट्टमैन के नाम से IS:01322:82	
72.	7011040	93-04-01	रायगढ़ कंकीट इंडस्ट्रीज, ३८/०, तेतगढ़ तालुक भज्जाब, रायगढ़, 402301	कंकीट पाइप IS:00458:88	
73.	7011141	93-03-16	न्यू एस्पार टिन फैक्ट्री, गली नं. 1, हाथी बाब लव लेन, मध्यगांव, घर्माई -- 4000010	बनसपति और खाद्य तेलों हेतु 15 कि.ग्रा. के चौकोर कलक्टर IS:10325:89	
74.	7011242	93-04-01	फोरम एन्टरप्राइजेज, 322/बी जी शाई डी सी, एशियन पेन्ट्स के पास, अंकलेश्वर, भरुच जि. -- 993002	टार्ड्जिन खाद्य रंग IS:01694-74	
75.	7011343	93-04-01	गोपाल स्टील्स लि., ई-16 एम शाई डी सी, मुख्याद जि. -- ठाणे 421401	कंकीट प्रबलन हेतु एचएसडी सरिश और तार IS:01786:85	
76.	7011444	93-04-01	एस्स फूड प्रोइन्ट्स (इंडिया) गुन्डाला रोड, नेशनल हाईवे रोड, गोल्डल, राजकोट 360311	कार्मेसेक IS:01158:73	
77.	7011545	93-04-01	स्वास्थ्यक फैक्ट्रीशन एंड बाल्क मैन्यूफैक्चरर, जी शाई डी सी II-प्लाट नं. 1203 सबलपुर, झूनागढ़	जल कल कार्यों के लिए स्कूल बाल्क IS:02906:84	
78.	7011646	93-04-01	सीमेंट कैमीकल्स प्रा.लि. 82/1, जी शाई डी सी इंड एस्टेट, फेज I, कालूपुर कौप बैंक लि. के पास, कट्टवा, भरुचदाबाद	मेलायियान डब्ल्यूडीसी IS:02569:78	
79.	7011747	93-04-01	हृषि पम्पस प्रा.लि. 54-डी/ई जी शाई डी सी एस्टेट, विशनगर, 30 गुजरात-384315	निर्मज्ज्यपद्धति सेट IS:08034:89	
80.	7011848	93-04-01	ब्रेयर इंडस्ट्रीज प्लाट नं. 57, गरोवा मैदान बगाडगांव, नागपुर-440008	स्लिमल चडे गोल बेल्ट्स तार IS:04800:71 भाग-09	

1	2	3	4	5	6
81.	7011949	93-04-01	विकी सीमेंट्स प्रा.लि. गा- हुड्डा, पलियाँ रोड, पो. बा. नं. 14, बोटाई डा, भावनगर जि- 364714	साधारण और तल्प उष्मा पोर्टलेंड सीमेंट	IS:00269:89
82.	7012042	93-04-01	नेशनल सीमेंट पाईप इंडस्ट्रीज प्लाट नं. 15, ईंड एस्टे सांगली 416416	कंक्रीट सीमेंट	IS:00458:88
83.	70122143	93-04-01	महाराष्ट्र सीमेंट पाईप इंडस्ट्रीज, प्लाट नं. मी-10, एम आईडीसी एरिया, मिरज, सांगली 416410	कंक्रीट पाईप (प्रबल सहित और सहित)	IS:00458.88
84.	7012244	93-04-01	लख इलेक्ट्रिकल्स प्रा.लि. डी-45-1 एम प्राई डी-सी जलगांव -425003	शिरोपरि प्रेषण हेतु एल्यूमीनियम के चालक भाग : 01	IS:00398:76
85.	7012348	93-04-01	थ्रिविसेल कंक्रीट प्रॉफेक्ट्स, भ्रतकर भ्रतकर गांव, तामुक आलपुर, जि--रायगढ़	कंक्रीट पाईप (प्रबल सहित और रहित)	IS:004508:88
86.	7012446	93-04-01	विजय सीमेंट पाईप इंडस्ट्रीज प्लाट मं. डी - 84, एम प्राई डी सी ईंड एरिया, मिरज, सांगली जि,-416410	कंक्रीट पाईप (प्रबल सहित और रहित)	IS:00458:88
87.	7012547	93-04-01	ज्योति वायर इंडस्ट्रीज लि., ई-57 बालुंज ईंड एरिया, वासुदेव, ओरेगावाद जि--431133	निर्जय मोटर पीवीसी रोधित बेल्टन तारे	IS:08783:78
88.	7012648	93-04-01	एशियन केबल इंडस्ट्रीज लि., पीबरण रोड नं. पो. बा. 11, ठाणे 400601	कास बधन युक्त पालीडधाईनील रोधित पी बी सी रोधित बोल्यूम केबल	IS:07098:88
89.	7012749	93-04-01	एवरेस्ट सीमेंट पाईप इंडस्ट्रीज प्लाट नं. सी - 5 एम प्राई डी सी एरिया, मिरज, सांगली जि-416410	कंक्रीट पाईप (प्रबल सहित और रहित)	IS:00458:88
90.	7012850	93-04-01	हरियाणा मैटल एंड एरोनिक मिल्स प्रा.लि. 145. स्माल फैक्ट्री एरिया, बगड गंज भागपुर 440008	बेल्डीय संरचना इस्पात	IS:02062:84
91.	7012951	93-04-01	पारीख एयो इक्विपमेंट्स, विष्णा पार्क, सोसाईटी, राम जी मंदिर के पास रिकोल--नारोडा रोड, निकोल, अहमदाबाद 382350	पाव छिङ्काव यंत्र	IS:03652:82
92.	7013044	93-04-01	पातिवार केबल्स प्रा.लि., एस-7 हिंगना एम प्राई डी सी, ताम्पुर-440016	शिरोपरि प्रेषण हेतु एल्यूमीनियम के चालक भाग : 02	IS:00398:76
93.	7013145	93-04-01	पातिवार केबल्स प्रा.लि., एस-7, हिंगना एम प्राई डी सी, ताम्पुर 440016	शिरोपरि प्रेषण हेतु एल्यूमीनियम के चालक	IS:00398:76
94.	8012754	93-03-16	मोहन जूट मिल्स लि., सारंगगढ़ रोड रायगढ़ --496004	सीमेंट पैकिंग के लिए पट्टन के हूल्के कट्टे	IS:02566:84

1	2	3	4	5	6
95.	80112855	93-03-16	करन इंडस्ट्रीज, ग्रा-- रातद्वोला, डा. नॉर्मलोई, नई शिल्पी-- 110041	लेटेक्स कायर फोम टाईप रबड उत्पाद	IS:01741:60
96.	8012956	93-04-01	ब्राइट पेन्ट एंड कैमीकल्स, 16/2,ए. साईट. नं. 4 इंड एरिया, साहिबाबाद, जि--गाजियाबाद (उ.प्र.)	भवनों के अन्दर प्रयोग हेतु (क) अ. अ. सेपन हेतु (ख) फिलिंशिंग हेतु	IS:00133:75
97.	8013849	93-04-01	जेनिथ कारपोरेशन, 150 शानीगांडेर, डा. चिक्काबरपुर, जी. टी. रोड, गाजियाबाद 201006	बायो गैस चूल्हा	IS:08749:88
98.	8013150	93-04-01	अंकुर कंटेनर्स, क.स. 45, इड. एरिया, जैन पाइप फैक्ट्री के पीछे, आगरा-बम्बई रोड, सेंधवा, जि--आगरा	15 किमा. बौकोर कनस्टर	IS: 10325: 89
99.	8013251	93-04-01	जगद्धारा प्रॉटोकॉलोन, विजय बंडो, मुराद नगर, जिला--गाजियाबाद (उ.प्र.)	के ओ टाईप छवकन (न्यूजैसू कैथ्यूल) 15 किमा के बौकोर कनस्टर खाद्य तेल, बसा और तेलों के लिए	IS: 10325: 89
100.	8013352	93-04-01	गोरा जेटन इंडस्ट्रीज, शे-12, एसएम ए हॉस्टिंग प्लॉट, जा.टी. करताल रोड, शिल्पी-- 110033	गूदा उत्पाद के कब्जे	IS: 01341: 92
101.	8013453	93-04-01	पो. आई. इंडस्ट्रीज लि., पो. डा. नं. 20, उदय नगर रोड, उदय नगर	एल्युमिन इल्लूपो 50%	IS: 1293: 90
102.	8013554	94-04-01	मोर्ची सीनेट लि. मोदा ग्राम (खाना) जिला--रायपुर (म.प्र.) 493331	43 ब्रेंड साधारण पोर्टलैंड सीनेट	IS: 08112: 89
103.	8013655	93-04-01	श्रीम इंडस्ट्रीज, ए.वा. रोड, जनरल फूड्स लि., के सामने, मांगलिया, जिला--इंदौर	फाचीर कनस्टर 15 किमा के सांकेतिक घरिता, खाद्य जसा और तेलों की पैकिंग हेतु	IS: 10325: 89
104.	8013756	93-04-01	ओ आदित्य इन्डिस्ट्रीज, हाउस नं. 443, पहला तल, ग्रा.--बजीस्पुर डा--प्रशांक विहार, शिल्पी-- 110052	विज्ञी को इस्तरी	IS: 00366: 85
105.	8013857	93-04-01	श्रीराम सामेंट वर्क्स, ग्राम--बोडी, चक्रमाटा, जिलासपुर (म.प्र.)	पोर्टलैंड धार्मिक सीमेंट	IS: 00455: 89
106.	8013958	93-04-01	मेक इलेक्ट्रिक क., खसरा नं. 299 या. गोकलपुर, शिल्पी-- 110094	पोर्टलैंड धार्मिक सीमेंट	IS: 00366: 85
107.	8014051	93-04-01	सिद्धार्थ होम प्लाईसेज, बी/ई 93, टैगोर गाँडन, नई शिल्पी-- 110027	पोर्टलैंड धातुमल सीमेंट	IS: 00366: 85

(1)	(2)	(3)	(4)	(5)	(6)
108. 8014152	93 04 01	यूनि रायल केबल, बक्सरा नं. 22/19/5, गली नं. 4, लख इड, एरिया, समयपुर बादली, दिल्ली-- 110042	1100 वी तक कार्यकारी बोल्टसा हेतु इलेक्ट्रीमर रोधित नम्बर केबल	IS 09968 : 88 भाग : 01	
109. 8014253	93 04 01	यूनि रायल केबल, बक्सरा नं. 22/19/5, गली नं. 4, लख इड, एरिया, समयपुर बादली, दिल्ली-- 110042	बेलिंग परिपथ में प्रयुक्त एक श्रीड बासी केबल	IS 09857 : 90	
110. 8014353	93 04 01	गोरीश्या एलॉयज स्टील (प्रा.) लि., ए- 118, मंगोलपुरी इड, एरिया, फेज II, नई दिल्ली-- 110034	एक सावे कंडपूट	IS 09537 : 83 भाग : 03	
111. 8014453	93 04 01	वर्धमान होम एलाइमेन्ट प्रा. लि., 26 बादली इड, एरिया, फेज 2, दिल्ली-- 110041	बिजली की इसारी	IS 00366 : 85	
112. 8014556	93 04 01	टिन बाक्स क., बी- 68 मायापुरी इड, एरिया, फेज 1, नई दिल्ली-- 110064	18 लिटर के चौकोर कनसर (सीबन बेलिंग)	IS 00916 : 89	
113. 8014657	93 04 01	स्टील इंटरनेशनल, लि. डेवरी इंडियन, बक्सरा नं. 1415/3/3 878 स्थाना रोड, औरंगाबाद, बुलढ़शहर (उ.प्र.)	मक्कनिया बृद्ध पाठ्यकार (मानक श्रेष्ठ)	IS 13334 : 92 भाग : 01	
114. 9010856	93 03 01	के.एस. पॉलीचिन (प्रा.) लि., मायापुर रोड, प्रा.--हमशारी, जिला--लुधियाना (पंजाब)	पूरीवीसी पाठ्य	IS 04985 : 88	
115. 9010857	83 03 01	सक्की मैटल इंडस्ट्रीज, 149 प्रमर गाड़िग, प्रीतमगर, जालंधर	मेट, चोब और चैक बाल्व	IS 00778 : 84	
116. 9011050	93 03 01	स्काईलैक्स एयर्स (इंडिया), 2 इड, एरिया, करनाल 132001	एक केजी एसी बिजली के मोटर	IS 00896 : 79	
117. 9011151	93 03 16	ए.पी. इंडस्ट्रीज, 120/4 किमी का पथर, बाई पास जी.टी. रोड, करनाल-- 132001	कृषि जुलाई के लिए तबे	IS 04366 : 85 भाग : 01	
118. 9011252	93 03 16	दि.एलाइट इंडस्ट्रियल ट्रेस्ट, 68/2-बी, धजीर हमन रोड, लखनऊ-- 226001	हस्तनालित छिक्काव यंत्र	IS 03906 : 82 भाग : 01	
119. 9011353	93 03 16	जॉर्जिक फैमओयल्स लि., प्राम--गोम्पुरा, लुधियाना रोड, मलेगांव (पंजाब)	तम्ब पंक	IS 11352 : 85	

(1)	(2)	(3)	(4)	(5)	(6)
120. ९०११४५४	९३ ०४ १६	ब्राइट ईंजोनिगेशन लिम्टेड, ई-१९, फाउण्ड्री नगर, आगरा	इलेक्ट्रिकल		IS 11170 : 85
121. ९०११५५५	९३ ०४ ०१	रायल लोस्ट्रेस (ईंडिया) ९ प्लन नगर, काशीनगर रोड, आगरा	रोयल-एक्स डिस्ट्रिब्यूर		IS ००४२७ : ६५
122. ९०११०५६	९३ ०४ ०१	भूषण एक्सेप्युज एंड स्टोर्स, ७१ ईंड. एसिया, के. II चंडीगढ़ १६००२२	ब्लै बिलेट इंडिया (चौकंडे)		IS ०१६१४ : ८०
123. ९०११७५७	९३ ०४ ०१	धानुका रेस्टो ब्राइडस लि., ग्रा.-मठठा डा.-सोहना, नंदीगंगा ई-नृह पिलाम-गुरुगंगा	पेस्ट ब्राइपरोजेक्ट विलास प्रेस,		IS १२०१५ : ८७
124. ९०११८५८	९३ ०३ १६	ओरिजिनल देट्रॉट एंड म्यूजिक्स लि., प्राय-४८८ ईंड; बाल, राज्योंट के पास, संघर (पं च)	बनस्पति		IS १०६३३ : ८६
125. ९०११९५९	९३ ०३ १०	ओमवास स्टील ट्रूफ्स, जी.टी. रोड, जूगियाना, लुधियाना	संदर्भ प्रयोगी हेतु इशारे के गारा		IS ०११८१ : ७९
126. ९०१२०५२	९३ ०३ १६	ओमवास स्टील ट्रूफ्स, जी.टी. रोड, जूगियाना, लुधियाना	मृदु इस्वात के पाइप		IS ०१२३९ : ९० भाग : ०१
127. ९०१२१५३	९३ ०४ ०१	वि. मिहा स्टील इंडस्ट्रीज (रजिस्ट.) बी-२३ ईंड. फोकल व्हाइट, लुधियाना-१४१०१०	हस्त चालित बेट पर बाँधा जाने वाला। छिक्काव मंज		IS ०५१३५ : ७४ भाग : ०१
128. ९०१२२५४	९३ ०४ ०१	वि. मिहा स्टील इंडस्ट्रीज, बी-२३, फोकल व्हाइट, लुधियाना ।	हस्तशूरी मरकत मंज		IS ०५१३५ : ७४ भाग : ०२
129. ९०१२३५५	९३ ०४ ०१	मॉइन इंसेटीमाइड्स (प्रा.) लि. सी-१०२५, फोकल व्हाइट, बंधारी कलां, लुधियाना	पेस्ट साइपर मेथान इंजी		IS १२०१६ : ८७
130. ९०१२४५६	९३ ०४ ०१	शिवालिक एंग्री कैमीकल्स, बी-५६ फेझ २, ईंड फोकल व्हाइट, मोहाली—११६०५१	पेस्ट-स्यूटानलोर ५०% ईमी		IS ०९३५६ : ८०
131. ९०१२५५७	९३ ०४ ०१	शिवालिक एंग्री कैमीकल्स। बी-५६, फेझ २, ईंड फोकल व्हाइट, मोहाली ११६०५१	पेस्ट-प्रनिलार्फांग ३०% ईमी		IS १३४०३ : ९२

(1)	(2)	(3)	(4)	(5)	(6)
132. 9012658	93 04 01	सोनासैम इडिया (प्रा.) लि., 768 ईड. एरिया, फेज 2, संबीगढ़	रोगन-शूष्किंस्टम्पर		IS 00427: 65
133. 9012759	93 04 01	प्रोवर आयल्स (प्रा.) लि., 13-1, ईड काम्पलेक्स, बारो—द्राहू मण्ड—181133	बनसपति		IS 11352: 85
134. 9012860	93 04 01	विलास ईन्डुमेन्ट्स प्रा. लि., जूना झी रोड, सोलन (हि.प्र.)	एसी बिजली के मीटर		IS 00722: 77 सार : 02
135. 9012961	93 04 01	न्यू कैम लि., ग्राम—तोहना (जिला—हिसार)			IS 12406: 88
136. 9013054	93 04 16	वेस्ट बोईस लि., ग्राम—छोया, मुसैनपुर रोड, गजरीता (उ.प्र.) 244235	लकड़ी के कण बोर्ड		IS 03087: 75
137. 9013155	93 04 16	श्री. श्री. स्टील रोलिंग मिल्स, जी.टी. रोड, जालधर छावनी	सामान्य इंजीनियरी प्रयोगों के लिए मृदु इस्पात		IS 07887: 75
138. 9013256	93 04 16	हिंम खाड़ी उच्चीग आक्रमन, आईटी आई मेट के पास, दमाल, सरान	जस्तीहत इस्पात के जैगीर वाले आड़ीके तार		IS 02721: 79
139. 9013357	93 04 16	हिन्दुस्तान इंसुलेशन (प्रा.) लि., 3-ए, न्यू ईडिट्रियल टाउनशिप, फरीदाबाद	पीबीसी रोधित केशल		IS 00694: 90
140. 9013458	93 04 16	फिल्टर एक्सप्रेस स्टील्स (प्रा.) लि., 25/5 कालोरी रोड, रनिया, कानपुर ईहत	एक्सप्रेस इस्पातके सरिए और शार		IS 01786: 85
141. 9013559	93 04 16	सनजाइट फाउन्डी, सखनऊ रोड, बारांबकी, (उ.प्र. 225001)	पावर बैगर		IS 09020: 79
142. 9013660	93 04 16	एलाइट ईंड ट्रेडर्स, 68/2 बी नवीर हस्त रोड, सखनऊ	हस्तकालित नैपसेक छिक्काब यंत्र		IS 01971: 82
143. 9013761	93 04 16	एमानटी प्लाईस्ट इंडस्ट्री लि., ग्राम—चक्रपुर के पास लक्ष्मपुर—काशीपुर रोड, झा—गावरपुर, चक्रपुर, जिला—मैनीलाल	लकड़ी के फलाम वरकाजा शटर		IS 02202: 91

New Delhi, the 24th December, 1993

S.O. 261:—In pursuance of sub-regulation (5) of the Bureau of Indian Standards (certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule.

SCHEDULE

Sl. No.	CM/L No.	Operative Date	Name & Address of the Party	Article/Process covered by the licence	IS : No./Part
1	2	3	4	5	6
Licences Granted During the year					
1. 5005338	930316		Prag Shiva Cement Pvt. Ltd., Kumarkuchi, Sonapur, Assam	Ordinary Portland Cement 33 Grade	IS 00269 : 89
2. 5005439	930316		INCAE Industries Ltd., Golmuri, Jamshedpur (Bihar)-831003	PVC Insulated HD Electric Cable with Solid Al Conductors for Voltages upto and including 1100 V.	IS 04288 : 88
3. 5005540	930316		N. Dass & Sons (P) Ltd., 297, Silpara Road, Barisha, Calcutta-700008	Hand Operated Knapack Sprayer, Piston Type, Plastic & Brass Sprayer	IS 03906 : 82 Part : 01
4. 5005641	930316		India Oil Seals & Synthetic PR Products, 186, Naskarhat, Calcutta-700039	Rubber Mats for Electric Purpose	IS 05424 : 68
5. 5005742	930316		Esab India Ltd., P-41, Taratala Road, Calcutta-700088	Manual Blow Pipes for Welding And cutting.	IS 07653 : 75
6. 5005843	930316		The Fortwilliam Co. Ltd., 6A, G.T. Road, Konnagar, Hooghly	Wire Ropes used in Oil Wells and Oil Well Drilling.	IS 04521 : 77
7. 5005944	930316		Bibhuti Engg. Works, Arupara, Kona Road, Santragachi, G.I.P. Colony, Howrah-711321	Kadahies	IS 04109 : 67
8. 5006037	930316		Falcon Tubes Pvt. Ltd., Khaprail Road, PO New Champata, Distt. Darjeeling	Unplasticized PVC Pipes for Potable water Supply.	IS 04985 : 88
9. 5006138	930316		N. Dass & Sons (P) Ltd., 297, Silpara Road, Barisha, Calcutta-700008	Foot Sprayer	IS 03652 : 82
10. 5006239	930401		R.B. Industries, Kalapahar, PO Binova Nagar, Guwahati	Sand C.I. Spigot & Socket Soil Waste & Ventilating Pipe Fittings.	IS 01729 : 79
11. 5006340	930401		Upadhyaya Valves Mfrs. (P) Ltd, 60/1/1, 'O' Road, Belgachia, Howrah	C.I. Fittings for Pressure Pipes for Water Gas and Sewage.	IS 01538 :
12. 5006441	930401		DTS Agro Implements Co., 6/1, G.T. Road, Bally, Howrah	Hand Operated Knapack Sprayer	IS 03906 : 82 Part : 01
13. 5006542	930401		Brightman & Co., Ferifan Road, PO Sodepur, Distt. 24 Parganas	Hand Operated Knapsack Sprayer	IS 01906:82 Part : 01

1	2	3	4	5	6
Licences Granted During the Month					
14.	5006643	930401	Shree Shakti Industries near Baroon Block, Post Baroon, Distt. Aurangabad (Bihar)-824112	Square Tin-15 Kg for Vanaspati, Edible Oils and Bakery Shortenings	IS 10325 : 89
15.	5006744	930401	Shree S.K. Industries, Gola Road, Danapur, Patna-801503.	Deep Well Hand Pumps	IS 13056 : 91
16.	5306845	930301	Esab India Ltd., P-41, Taratola Road, Calcutta-700088.	Pressure Regulations for Gas Cylinders used in welding, Cutting and Related Processes.	IS 06901 : 88
17.	5006946	930401	Western Agro Implements Co. Pvt. Ltd., 212, Raja Ramchandan Ghat Road, Panighati, 24 Parganas (N).	Foot Sprayer.	IS 03652 : 82
18.	5007039	930401	Much Engineering Pvt. Ltd., 1, Ramchand Dey Street, Rathala, PO Narendrapur, 24 Parganas (South).	PVC Insulated HD Electric Cables for Working Voltages upto & including 1100V.	IS 01554 : 88 Part : 01
19.	5007140	930301	Worthington Pump India Ltd., 22, Ferry Fund Road, Panighati, 24 Parganas (North)-743176.	Pump for Fire Fighting Applications	IS 12469 : 88
20.	5007241	930401	N. Dass & Sons Pvt. Ltd., 297, Silpara Road, Barisha, Calcutta-700008.	Hand Rotary Duster	IS 05135 : 77 Part : 02
21.	5007342	930401	Western Agro Implements Co. Pvt. Ltd., 212, Raja Ramchandan Ghat Road, Panighati, 24 Parganas (N).	Hand Rotary Duster	IS 05135 : 77 Part : 02
22.	5007443	930401	I.P.I-SP Cement Co. Ltd., Sumangal Nagar, PO Kutra, Distt. Sundargarh (Orissa).	OPC, 33 Grade	IS 00269 : 89
23.	5007544	930401	IPI-SP Cement Co. Ltd., Sumangal Nagar, PO Kutra, Distt. Sundargarh (Orissa)	Portland Slag Cement	IS 00455 : 89
24.	5007645	930401	Virgo Cements Ltd., PO Damas, East Garo Hills, Meghalaya-783122.	OPC, 33 Grade	IS 00269 : 89
25.	5007746	930416	Koley Valves Mfg. Co., Ichapur (South), Santragachi, Samaichanditala, Howrah-711104.	Sluice Valves for Water Works Purposes of Pressure Rating PN 1, Size 125 MM	IS 00710 : 84
26.	5007847	930416	Hindustan Lamp Works 32, Cossipore Road, Calcutta-700002	Tungsten Filament General Service Electric Lamps 15W upto and including 100 W 230 V, Coiled Coil/Single Coil with B22d CAPS	IS 00418 : 78
27.	5007948	930416	Wellink Commerce (India) 14/B, Tiljala Shivala Lane, Calcutta-700039	Metal Fittings for Plywood Tea-Chests	IS 00010 : 89 Part : 04

1	2	3	4	5	6
28. 5008041	930416	S.N. Chatterjee & Co. 119/1, Beliuous Lane Howrah-711101	Welded, Mild Steel, Galvanized Sockets, 15 MM upto & 1500 MM Part :02 NB	IS 01239 : 92	
29. 5008142	930416	Tepcon International (India) Pvt. Ltd. (Unit : Shree Hanuman Jute Mills) 76, J.N. Mukherjee Road Ghusuri Howrah	B-Twill Jute Bags for Packing Food Grains	IS 02566 : 84	
30. 5008243	930416	Asha Electricals & Electronics Industry Champasari Road Siliguri (WB)-734403	Tungsten Filament General Service Electric Lamps	IS 00418 : 78	
31. 5008344	930416	Kajaria Foundry Works Pvt. Ltd. 54 & 54-A, Ramkrishna Mandir Path Howrah	Sand Cast Iron Spigot and Socke TS, Soil, Waste & Ventilating Pipes, Fittings and Accessories	IS 01722 : 79	
32. 5008445	930416	R.K. Udyog P-76-D, Chetla Road Calcutta-700027	PVC Insulated Unsheathed Cables with Copper conductor for working Voltages upto & including 1100 V	IS 00694 : 90	
33. 6010134	930316	Nava Karnataka Steels Ltd., Bisilahalli Anantapur Road, Bellary Karnataka	Structural Steel, Standard Quality	IS 00226 : 75	
34. 6010235	930316	Kediya Vanaspatti Ltd. 19-2-265 Miralam Tank Road, Rahadurpura Hyderabad-500064	Flexible Packs for Packing Vanaspatti	IS 01352 : 85	
35. 6010336	930316	Solidaire India Ltd. 160/161, Lattice Bridge Road Thiruvanmiyur Madras-600041	CTV Receiver	IS 10662 : 83	
36. 6010437	930316	Marlboro Engineering Works 465, Kamraj Road Lakshmpuram Pellam,du Coimbatore-641004	Submersible Motors	IS 09283 : 79	
37. 6010538	930316	Marlboro Engineering Works 465, Kamraj Road Lakshmpuram Pellamedu Coimbatore-641004	Submersible Pumpsets	IS 08034 : 89	
38. 6010639	930316	Kanora Industries Ltd. Bagalkot Cement Division Bagalkot, Distt. Bijapur (Karnataka)-587111	OPC. 4+ Grade	IS 08112 : 89	
39. 6010740	930401	Swathy Cable & Conductors Pvt. Ltd. Indl. Dev. Area Manvili, Kulathoor Trivandrum	PVC Insulated Cables	IS 00694 : 90	
40. 6010841	930401	The Diamond Engineering Co. Sl. No. 585/1, Rojaji Nagar Trichy Road, Singanallur Coimbatore-641005	Three Phase Induction Motors	IS 07538 : 75	
41. 6010941	930401	Devi Pesticides S. No. 737/5, Sevugampatti Battagundu Nilakotsi Taluk Anna Distt. (TN) 624202	Liquid 6% Granules	IS 09370 : 80	

1	2	3	4	5	6
License Granted During the Month					
42. 6011035	930401	Processed Wood Products Plot No. M-13, First Stage Indl. Estate Peenya, Indl. Estate Bangalore-560058	Wooden Flush Door Shutters	IS 02202 : 91 Part : 01	
43. 6011136	930401	O.M.I. Industries 38 & 39, Ramakrishnapuram Ganapathy Post Coimbatore-641006	Foot Valves	IS 10805 : 86	
44. 6011237	930401	Madras Cable Industries SP 113, Indl. Estate Ambattur Madras-600058	ACSR Conductors	IS 00398 : 76 Part : 02	
45. 6011338	930401	Santi Wires (P) Ltd. 2-E, Indl. Dev. Area 11/4, Patancheru Medak Distt. (AP)	Uncoated Steel Strands	IS 06006 : 83	
46. 6011439	930401	Brooks Engineering Industries 22 ATT Colony Coimbatore-641018	Three Phase Induction Motors	IS 07538 : 75	
47. 6011540	930401	S.A. IVY Pumps (P) Ltd. 1297, Mettupalayam Road, Coimbatore-641043	Three Phase Induction Motors	IS 07538 : 75	
48. 6011641	930401	Enbest 48, Thadagam Road Velandipalayam Coimbatore-641025	Monoset Pumps	IS 09079 : 89	
49. 6011742	930401	The Ramanathapuram Distt. Co-O. Carded Cotton Yarn P. Spinning Mills Ltd. Achankulam Village Abiramam Post Kamuthi Taluk Ramanathapuram Distt. (TN)		IS 00171 : 85	
50. 6011843	930401	Zenith Industrials 1316, Avanashi Road Peelamedu Coimbatore-641004	Monoset Pumps	IS 09079 : 89	
51. 6011944	930401	Thirumalai Chemicals Ltd. 25 B, Spicot Indl. Complex Ranipet Ranipet (TN)	Fumaric Acid, Food Grade	IS 06793 : 72	
52. 6012037	930401	Associated Engineering Works Post Box No. 17 Chivatam Road, Tanuku Tanuku (AP)-534211	Bio Gas Stoves	IS 08749 : 88	
53. 6012138	930401	Bhupathi Cements & Minerals Pvt. OPC, 33 Grade Ltd. Narapaka Acbutapuram Mandal Yelamanchili Taluk Visakhapatnam Distt. (AP)		IS 00269 : 89	
54. 6012239	930401	Tropical Agrosystems Ltd. 530/2-B, Vanagaram Road, Athipet, Ambattur Madras-600058	Chlorpyrifos 20% EC	IS 08944 : 78	
55. 6012340	930401	Telcom Wires ; & Cables M.S. Ramiah Indl. Estate Gokula Bangalore-560054	PE Pipes for Irrigation Laterals	IS 12786 : 89	

1	2	3	5	5	6
56.	6012441	930401	The General Engineering Co. 1/42 & 43 Mettupalayam Road, Kavundampalayam Coimbatore-641030	Submersible Pumpsets	IS 08034 : 89
57.	6012542	930401	Flow Tech Power 93, Sathy Road Saravanampatty Coimbatore-641015	UPVC Pipes for Potable Water Supply	IS 04985 : 88
58.	6012643	930401	S.V. Aluminium Industries 11, Thirumurugan Street Ganesh Nagar, Guindy Madras-600032	Extruded Aluminium Alloy Bntr Hinges	IS 000205 : 92
59.	6012744	930401	S.V. Aluminium Industries 1, Thirumurugan Street Ganesh Nagar Guindy Madras-600032	Door Handles, Type 4	IS 00208 : 87
60.	6012845	930401	Rainbow Industries 4-439-B, Govt. Indl. Estate Palayad Tellicherry Tellicherry (Kerala)-670661	Portable Fire Extinguishers	IS 00934 : 89
61.	6012946	930416	Oon Murugan Industries 11 & 12, Ramakrishna Puram Ganapathy Post Coimbatore-641006	Submersible Pumps	IS 08034 : 89
62.	6013039	930401	Chettinad Cement Corp. Ltd. Kumararajah Muthiah Nagar Puliyur Cement Factory Post Karur Taluk Trichy Distt. 639114	53 Grade Ordinary Portland Cement	IS 12269 : 87
63.	6013140	930416	Viswam Cement Ltd. Mellicheruvu Village Korad Taluk Nalgonda Distt. (AP)	43 Grade Ordinary Portland Cement	IS 08112 : 89
64.	7010240	930316	Navcom Oil Products Ltd. E-3/16, 17, MIDC Kupwad Block Sangli-416436	Vanaspati	IS 10633 : 86
65.	7010341	930316	Sabar Cables Pvt. Ltd. Opp. Sahkari Gin National Highway No. 8 Himatnagar	Aluminium Conductors for Over Head Transmission Purposes	IS 00398 : 78 Part : 04
66.	7010442	930316	Anipra Chemicals Pvt. Ltd. B-38, MIDC Indl. Estate Ahmednagar-414111	Caramel (Plain)	IS 04467 : 80 Part : 01
67.	7010543	930316	MIG-Weld & Machines Ltd. Plot No. 9/1 & 8/3 GIDC Vithal Udyog Nagar Anand Distt. Kaira (Guj.)-388121	Covered Electrodes for Manual ARC Welding of Carbon & Carbon Manganese Steel	IS 00814 : 91
68.	7010644	930316	Forum Enterprises Plot No. 322/B Nedr Asian Paints Opp. Bank of India Ankleshwar Distt. Bharuch 393002	Coaltar Food Colour Preparation and Mixtures	IS 05346 : 75
69.	7010745	930401	Wairagade Engg. Corps. W-5, MIDC Area Nagpur 440018	Aluminium Conductors for over Head Transmission Purposes	IS 00398 : 76 Part : 02

1	2	3	4	5	6
70. 7010846	930401	Kumar Engg. Co. Behind Sukhtam Nagar Near Ajod Dairy Road Rakhiyal Ahmedabad-380023	Specification for Swing Check Type Reflux (Non-Return) valves	IS 05312 : 84 Part : 01	
71. 7010947	930401	Amar Bitumen & Allied Products Pvt. Ltd. Plot No. C-158 TTC M.I.D.C. Indl. Area Post K.U. Bazar, Pawne New Bombay-400705	Specification for Bitumen Felts for Water Proofing and Damp- Proofing	IS 01322 : 82	
72. 7011040	930401	Raiend Concrete Industries 88/0, Tetghar Talvi Mahad Raigad-402301	Specification for Concrete Pipes	IS 00458 : 83	
73. 7011141	930316	New Empire Tin Factory Gala No. 01 Hatni Baug, Love Lane Mazagon Bombay-400010	15 Kg Square Tins for Vanaspati and Edible Oils	IS 10325 : 89	
74. 7011242	930401	Forum Enterprises 322/B, GIDC Near Asian Paints Ankleshwar Bharuch Distt.-393002	Tartrazine, Food Grade	IS 01694 : 74	
75. 7011343	930401	Gopal Steels Ltd. E-16, MIDC Murbad Distt. Thane-421401	HSD Bars and Wires for Concrete Reinforcement	IS 01786 : 85	
76. 7011444	930401	AIMS Food Products (India) Gundala Road National Highway Road, Gondal Rajkot-360311	Corn Flakes	IS 01158 : 73	
77. 7011545	930401	Swastik Fabrication & Valve Ma- nufacturer GIDC II Plot No. 1203 Sabarpur Junagadh.	Sluice valves for Water Works Purposes	IS 02906 : 84	
78. 7011646	930401	Cement Chemicals Pvt. Ltd. 82/1, GIDC Indl. Estate Phase I, Nr. Kalupur Co-op. Bank Ltd. Vatva Ahmedabad-382445	Malathion WDPC	IS 02369 : 78	
79. 7011747	930401	Krushi Pumps Pvt. Ltd. 54, D/E, GIDC Estate Visnagar N. Gujarat-384315	Submersible Pumpsets	IS 08034 : 89	
80. 7011848	930401	Shreyans Industries Plot No. 57 Garoba Maidan Bagadganj Nagpur-440008	Enamelled Round Winding Wires	IS 04800 - ; 71 Part : 09	
81. 7011949	930401	Viki Cement Pvt. Ltd. Village Haddad Paliyad Road Post Box No. 14 Botad PO Bhavnagar Distt.-364714	Ordinary and Low Heat Portland Cement	IS 00269 : 89	

1	2	3	4	5	6
82. 7012042	930401	National Cement Pipe Industries Plot No. 15 Indl. Estate Sangli-416416	Concrete Pipes	IS 00458 : 88	
83. 7012143	930401	Maharashtra Cement Pipe Industry Plot No. C-10, MIDC Area Miraj Singli Distt.-416410	Concrete Pipes (with & Without Reinforcement)	IS 00458 : 88	
84. 7012244	930401	Love Electricals Pt. Ltd. D-45/1, MIDC Jalgaon 425003	Aluminium Conductors for over Head Transmission Purposes	IS 00398 : 76 Part : 01	
85. 7012345	930401	Universal Concrete Products Atkargaon Taluka-Kharapur Raigad Distt.	Concrete Pipes (With & Without Reinforcement)	IS 00458 : 88	
86. 7012446	930401	Vijay Cement Pipe Industries Plot No. D-84 MIDC Indl. Area Miraj Sangli Distt. -416419	Concrete Pipes (With & Without Reinforcement)	IS 00458 : 88	
87. 7012547	930401	Jyoti Wire Industries Ltd. F-57, Waluj Indl. Area MIDC Main Road Waluj Aurangabad Distt-431133	PVC Insulated Winding Wires for Submersible Motors	IS 08783 : 98	
88. 7012648	930401	Asian Cables & Industries Ltd. Pokhran Road No. 2 Post Box 11 Thane-400601	Crosslinked Polyethylene Insulated PVC sheathed cables	IS 07098 : 88 Part : 01	
89. 7012749	930401	Everest Cement Pipe Industries Plot No. C-5 MIDC Area Miraj Sangli Dist.	Concrete Pipes (With & Without Reinforcement)	IS 00458 : 88	
90. 7012850	930401	Haryana Metal & Re-Rolling Mills Pvt. Ltd. 145, Small Factory Area Bagadganj Nagpur-440008	Weldable Structural Steel	IS 203062 : 84	
91. 7012951	930401	Parikh Agro Equipments Divya Park Society Near Ramji Mandir Nikol-Naroda Road Nikol Ahmedabad-382350	Foot Sprayer	IS 03652 : 82	
92. 7013044	930401	Patidar Cables Pvt. Ltd. S-7, Hingna MIDC Nagpur 440016	Aluminium conducting for over Head Transmission Purposes	IS 00398 : 76 Part : 02	
93. 7013145	930401	Patidar Cables Pvt. Ltd. S-7, Hingna MIDC Nagpur-440016	Aluminium Conductors for over Head Transmission Purposes	IS 00398 : 76 Part : 01	
94. 8012754	930316	Mohan Jute Mills Ltd. Sarangarh Road Raigarh-496004	Light Weight jute bags for packing cement	IS 02566 : 84	
95. 8012855	930316	Karan Industries Village Ranholla PO Nangloi New Delhi-110041	Latex foam core type, rubber product	IS 01741 : 60	

1	2	3	4	5	6
96.	8012956	930401	Brite Paint & Chemicals 16/2-A site 4 Indl. Area Sahibabad Distt. Ghaziabad (UP)	Enamel interior synthetic (a) Undercoating (b) Finishing	IS 00133 : 75
97.	8013049	930401	Zenith Corp. 150 Giani Border PO Chikambarpur G.T. Road Ghaziabad 201006	BIO Gas Stoves	IS 08749 : 88
98.	8013150	930401	Ankur Containers S.No. 45 Indl. Area Behind Juin pipe factory Agra-Bombay Road, Sendhawa Distt. Khargone (MP)	15 Kg. square tin containers	IS 10325 : 89
99.	8013251	930401	Jagdamba Enterprises Vijay Mandi Murad Nagar Distt. Ghaziabad (UP)	K.O. type closure (Newman capsule) for 15 kg. square tins for packing edible fats and oil	IS 10325 : 89
100.	8013352	930401	Gori Metal Industries D-12 S.M.A. Indl. Area G.T. Karnal Road, Delhi 110033	Mild steel butt hinges	IS 01341 : 92
101.	8013453	930401	P. Industries Ltd. Post Box No. 20 Udaianagar Road Udaipur	Altrazine WP 50%	IS 12931 : 90
102.	8013554	930401	Modi Cement Ltd. Modi Gram (Rawan) Distt. Raipur 493331 (MP)	43 Grade ordinary portland cement	IS 081121 : 89
103.	8013655	930401	Rishabh Industries A.B. Road Corp, General Food Ltd. Manglia Distt. Indore	Square /tins 15 Kg. nominal capacity for packing of edible fats and oils	IS 10325 : 89
104.	8013756	930401	Shree Adinath Electricals House No. 443 First floor village wazirpur PO Ashok Vihar Delhi 110052	Electric Iron	IS 00366 : 85
105.	8013857	930401	Shri Ram Cement Works Village Bodri Chakrabhatta Bilaspur (MP)	Portland slag cement,	IS 00455 : 89
106.	8013958	930401	Mac Electric Company Khasra No. 299 Village Gokalpur Delhi 110094	Electric Iron	IS 00366 : 85
107.	8014051	930401	Sidharth Home Alliances D/E 93, Tagore Garden New Delhi 110026	Electric Iron	IS 00366 : 85
108.	8014152	930401	UNI Royal Cables Khasta No. 22/19/5 Gali No. 4 rural Indl. Area Samepur Badli Delhi 110042	Elastomer insulated flexible cables cables for working voltages upto and including 1100 V	IS 09968 : 88 Part : 01
109.	8014253	930401	UNI Royal Cables Khasra No. 22/19/5 Gali No. 4 rural industrial area Samepur Badli Delhi 110042	Single core flexible cables used in welding circuits	IS 09857 : 90
110.	8014354	930401	Ganuria Alloy Steel (P.) Ltd. A-118, Mangolpuri Indl. Area Phase II New Delhi 110934	Rigid plain conduits	IS 09537 : 83 Part : 03

1	2	3	4	5	6
111.	8014455	930401	Vardhman Home Appliances Pvt. Ltd. 26 Badl. Indl. Area Phase II, Delhi 110051	Electric Iron	IS 00366 : 85
112.	8014556	930401	Fin Box Co. B-68, Mayapuri Indl. Area, Phase I New Delhi 110064	18 Litre square tin (single welded seam)	IS 00916 : 89
113.	8014657	930401	Sheel International Ltd. Dairy Division, Khasra No. 1415/3/3, 878 Siyana Road Aurangabad Bulandshahr (UP)	Skim Milk Powder (standard grade)	IS 13334 : 92 Part : 01
114.	9010856	930421	K.S. Polyvin (P) Ltd. Mullanpur Road Vill : Humbran Distt. Ludhiana (PB)	UPVC Pipes	IS 04985 : 88
115.	9010957	930301	Lucky Metal Industries 149, Amar Garden, Preet Nagar Jalandhar	Gate, Glove & Check Valves	IS 00778 : 84
116.	9011050	930301	Skylak Spares (India) 2 Indl. Area Karnal 132001	Single phase AC Electric Motor	IS 00996 : 79
117.	9011151	930316	A.P. Industries 120/4, K.M stone, Bye-Pass GT. Road Karnal 132001	Agricultural tillage discs	IS 04366 : 85 Part : 01
118.	9011252	930316	The Allied Indl. Traders 68/2-B, Wazir Hassan Road Lucknow 226001	Sprayer-hand operated	IS 02900 : 82 Part : 01
119.	9011353	930316	Organic Chemoils Ltd. Vill : Gaunspure, Ludhiana Road Malerkotla (PB)	Flexible Packs	IS 11352 : 85
120.	9011454	930416	Bright Engineering Works E-19, Foundry Nagar Agra.	Diesel Engines	IS 111708 : 85
121.	9011555	930401	Royal Paints (India) 9, Pawan Nagar Kashmir Road Amritsar	Paint—Dry Distemper	IS 00427 : 65
122.	9011656	930401	Bhushan Alloys & Steels 71, Indl., Area Phase II Chandigarh 160022	Cast Billets Ingots (SQ)	IS 06914 : 78
123.	9011757	930401	Dhanuka Pesticides Ltd. Vill. Atta, PO Sohna Mandkola Road Teh, Nuh Distt. Gurgaon	Pest-Cypermethrin Technical	IS 12015 : 87
124.	9011858	930316	Oswal Fats & Oils Ltd. Vill. Jajaldiwal Near Raikot Sangrur (Punjab)	Vanaspati	IS 10633 : 86
125.	9011959	930316	Oswal Steel Tubes G.T. Road, Jugiana Ludhiana	Steel tube for Structural purposes	IS 01161 : 79
126.	9012052	30316	Oswal Steel Tubes G.T. Road, Jugiana Ludhiana	Mild Steel tubes	IS 01239 : 90 Part : 01
127.	9012153	930401	The Sigma Steel Industries (Regd.) B-23, Indl. Focal Point Ludhiana 141010	Hand Rotary disc belly	IS 05135 : 74 Part : 01

1	2	3	4	5	6
128. 9012254	930401	The Sigma Steel Industries E-23, Focal Point Ludhiana 141010	Hand Rotary Duster	IS 05135 : 74 Part : 02	
129. 9012355	930401	Modern Insecticides (P) Ltd. C-162/A, Focal point Dhundari Kalan Ludhiana	Pest-Cypermethrin EC	IS 12016 : 87	
130. 9012456	930401	Shivalik Agro Chemicals B-59, Phase VII Indl. Focal Point Mohali 1160051	Pest-Butachlor 50% EC	IS : 09356 : 80	
131. 9012557	930401	Shivlik Agro Chemicals B-59, Phase VII Indl. Focal Point Mohali 160051	Pest-Anilophos 30% EC	IS 13403 : 92	
132. 9012658	930401	Sonacem India (P) Ltd. 768, Indl. Area Phase II Chandigarh	Paint-Dry Distemper	IS 00427 : 65	
133. 9012759	930401	Grover Oils (P) Ltd. 13-1, Indl. Complex Bari Brahma 101133	Flexible Packs for Vanaspati	IS 11352 : 85	
134. 9012860	930401	Vikas Instruments Pvt. Ltd. Jaunaji Road Solan (HP)	AC Electricity Metres	IS 80722 : 77 Part : 02	
135. 9012961	930401	Nuchem Limited Vill : Tohana Tohana (Distt. Hissar)	Medium Density Fibreboard For G.P.	IS 12406 : 88	
136. 9013054	930416	Best Boards Ltd. Vill : Choya, Husanpur Road Gujraula (UP) 244235	Wood Particle Boards	IS 03087 : 75	
137. 9013155	930416	Bee Dee Steel Rolling Hills G.T. Road Jalandhar Cantt.	Mild Steel Wire rods for General Engineering purposes	IS 07887 : 75	
138. 9013250	930416	Hin Khati Gramodyog Ashram Near I.T.I. Gate The Mall Solan	Galvanized Steel Chain Link Fence Fabric	IS 02721 : 79	
139. 9013357	930416	Hindustan Insulations (P) Ltd. 31-A, New Indl. Township Faridabad	PVC Insulated Cables	IS 00694 : 90	
140. 9013458	930416	Frontier Alloy Steels (P) Ltd. 25/5, Kalpi Road Rania Kanpur Dehat	HSD Steel Bars and Wires	IS 01786 : 85	
141. 9013559	930416	Sunlight Foundry Lucknow Road Barabanki (UP) 225001	Power Treshers	IS 09020 : 89	
142. 9013660	930416	Allied Indl. Traders 68/2(B-Wazir Hasan Road Lucknow.	Hand operated Knapsack sprayers	IS 01971 : 82	
143. 9013761	930416	S.N.T. Flywood Industries (P) Ltd. Near Vill : Chakarpur Rudrapur-Kashipur Road PO Gadarpur Chakarpur Distt. Nainital	Wooden Flush Door Shutters	IS 02202 : 91 Part : 01	

प्रानीन विकास मंत्रालय

नई दिल्ली, 30 नवम्बर, 1993

का.आ. 264.—श्री हरीश नव्यर, आ.प्र. से. (राज. 1967) दिनांक 17-11-1993 (पूर्वान्ह) से महानिदेशक, कृषि विपणन केन्द्र, जयपुर के रूप में नियुक्त किया गया है।

[मि. संख्या 21016/1/93-एम 2]

भारत के राष्ट्रपति की ओर से
श्री.एस. रावत, विशेष अधिकारी (विपणन)

MINISTRY OF RURAL DEVELOPMENT

New Delhi, the 30th November, 1993

S.O. 264.—Shri Harish Nayyar, IAS (RAJ. 1967) has been appointed as Director General, Centre for Agricultural Marketing, Jaipur with effect from 17-11-1993 (FN).

[F. No. 21016/1/93-M.JI]

For and on behalf of President of India

B. S. RAWAT, Special Officer

पैट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 4 जनवरी, 1994

का.आ. 265.—यह केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में पखाजण-1 से दहेज जी जी एस तक पैट्रोलियम के परिवहन के लिए पाइपलाइन तथा प्राकृतिक गैस आयोग द्वारा विभाई जानी चाहिए।

और अतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रोजेक्ट के लिए एटद्यापाद अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

ग्रह: अब पैट्रोलियम और खनिज पाइप लाइन भूमि में उपयोग के अधिकार का अर्जन अधिनियम, 1962 (1962 का 50) की धारा 3 का उपधारा द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

वर्तमान में हितबद्ध कोई व्यक्ति, उस भूमि के निचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राविकारी, तेल या प्राकृतिक गैस आयोग, निर्माण और देवभूमि प्रभाग मकरपुरा रोड, डिवा 9 इस अधिसूचना की सारीब से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट: यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्केट।

अनुसूची

पखाजण-1 से दहेज जी जी एस तक पाइप लाइन बिछाने के लिए।
ज्य : गुजरात जिला : भरचु तालुका : वागरा

गांव	ब्लॉक नं.	हे.	आर.	सेन्टो	1	2	3	4	5	
दोजबल	कार्ट्रैक		0	04	16		कार्ट्रैक	0	12	48
	133		0	08	32	105		0	15	60
	127		0	01	60	106		0	12	48
	134		0	13	52	104		0	27	04
	122		0	11	44	100		0	14	56
						102		0	01	60

1	2	3	4	5
	कार्ट्रैक	0	12	48
	105	0	15	60
	106	0	12	48
	104	0	27	04
	100	0	14	56
	102	0	01	60
	98	0	11	44
	81	0	11	32
	92	0	18	72
	87	0	05	20
	88	0	20	80
	89	0	04	16

[सं. ओ 12016/132/93-ओ एल जो डी IV]

एम. मार्टिन डेस्क अधिकारी

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 4th January, 1994

S.O. 265.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Pakhajan-1 to Dahej GGS in Gujarat State Pipeline should be laid by the Oil & Natural Gas Commission.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire that right of user in the land described in the schedule annexed hereto;

Now therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Commission Construction & Maintenance Division, Makarpura Road, Vadodara-390009.

And every person making such an objection shall also state specifically whether he wished to be hear in persons or by legal practitioner.

SCHEDULE

Pipeline from Pakhajan-1 to Dahej GGS.

State : Gujarat District : Bharuch Taluka : Vagra

Village	Block No.	Hectare	Acre	Centiare	1	2	3	4	5
Khojabal	Cart track	0	04	16					
	133	0	08	32					
	127	0	01	60					
	134	0	13	52					
	122	0	11	44					
	Cart track	0	12	48					
	105	0	15	60					
	106	0	12	48					
	104	0	27	04					
	100	0	14	56					
	102	0	01	60					

1	2	3	4	5
98	0	11	44	
81	0	11	32	
92	0	18	72	
87	0	05	20	
88	0	20	80	
89	0	04	16	

[No. O-12016/132/93-ONGD-IV]

M. MARTIN, Desk Officer

नई दिनांक 4 जनवरी 1994

का.श्र. 266.—यह केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में जो एवं में जो एवं तक पैट्रोलियम के परिवहन के लिए पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिलाई जानी चाहिए।

और अतः यह प्रतीत होता है कि ऐसी लाइंसों का विभान के प्रयोजन के लिए एन्डूप्रायर अनुमति में वर्णित भूमि में उपयोग का प्रधिकार अंजित करना आवश्यक है।

अब यह पैट्रोलियम और बिलाई पाइपलाइन भूमि में उपयोग के अधिकार का प्रजनन अधिनियम 1962 (1962 ला 50) की धारा 3 की उपधारा द्वारा प्रदत्त विभिन्नों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का प्रधिकार अंजित करते हुए अपना आवश्यकता द्वारा घोषित किया है।

वर्णते कि उस भूमि में दिनचर्चा कोई व्यक्तित्व उन भूमि के नीचे वासालाहन बिलाई के लिए अपेक्षित गतिशीलता तथा तथा प्राकृतिक गैस आयोग, निर्माण और देवधान प्रबन्ध, मकानगुरा रोड, वडोदा-9 का इस अधिसूचना को शारीरिक से 21 दिनों के/ भीतर कर गेगा।

और ऐसा घोषित करते द्वारा हर व्यक्ति निम्नलिखित यह ज्ञान करेगा कि क्या वह यह चाहता है कि उनसी सुनामाई अस्तित्व रूप से हो या किसी विविध व्यवसायी की गारंती।

अनुमति

जो जो एवं से डी जे ए ई जर पारिं लाइंस विभाने के लिए

दायर : गुजरात

जिला : भरुच

नामकरण : भारत

गाँव	ठानक नं.	हेक्टर	प्रार.	सेन्टी.
वेंगानी	76	0	05	85
	71	0	07	23
	72	0	26	26
	80	0	04	94
	87	0	08	06
	86/ए	0	08	58
	93	0	00	82
	92	0	13	52
	93	0	03	25
	94	0	08	32
	Cart track	0	00	65
	104/A	0	39	52
	99	0	05	98
	100	0	19	76
	Cart track	0	00	65
	126	0	07	54

[सं. अं. 12016/131/93-ओ एन जी डी-IV]

एम. मार्टिन, डेस्क अधिकारी

New Delhi, the 4th January, 1994

S.O. 266.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from DJAH to DJAE in Gujarat State Pipeline should be laid by the Oil & Natural Gas Commission.

—And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire that right of user in the land described in the schedule annexed hereto;

Now thereto, i.e., in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Commission Construction & Maintenance Division, Makarpura Road, Vadodara-390009.

And every person making such an objections shall also state specifically whether he wished to be hear in persons or by legal practitioner.

SCHEDULE

Pipeline from DJAH to DJAE

State : Gujarat District : Bharuch Taluka : Vagia

Village	Block No.	Hectare	Acre	Centiare
Vengani	76	0	05	85
	74	0	07	28
	72	0	26	26
	80	0	04	94
	87	0	08	06
	86/A	0	08	58
	91	0	00	82
	92	0	13	52
	93	0	03	25
	94	0	08	32
	Cart track	0	00	65
	104/A	0	39	52
	99	0	05	98
	100	0	19	76
	Cart track	0	00	65
	126	0	07	54

[No. O-12016/131/93-ONGD-IV]

M. MARTIN, Desk Officer

नई दिनांक, 4 जनवरी, 1994

का.श्र. 267.—यह केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में जो एवं तक पैट्रोलियम के परिवहन के लिए पाइपलाइन के तथा प्राकृतिक गैस आयोग द्वारा बिलाई जानी चाहिए।

और अतः यह प्रतीत होता है कि ऐसी लाइंसों का विभान के प्रयोजन के लिए एन्डूप्रायर अनुमति में वर्णित भूमि में उपयोग का प्रधिकार अंजित करना आवश्यक है।

अब यह पैट्रोलियम और बिलाई पाइपलाइन भूमि में उपयोग के प्रधिकार का अंजित अधिनियम, 1962 (1962 ला 50) की धारा 3 की उपधारा द्वारा प्रदत्त विभिन्नों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का प्रधिकार अंजित करना का अपना आवश्यक एन्डूप्रायर घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, बड़ौदा-9 को इस प्रधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की माफत।

अनुसूची

जो एन आई ई से जी जी एस IV तक पाइप लाइन बिछाने के लिए।

राज्य : गुजरात

ज़िला : भरुच

तालुका : वागरा

गांव	ब्लॉक नं०	है.	आर	सेन्टी
भरणावी	33	0	08	32
	32	0	05	20
35/ए/वी	0	06	37	
36/बी	0	03	64	
36/ए	0	07	80	
38/वी	0	04	16	
27	0	27	04	
28	0	13	52	
21	0	11	96	
20	0	23	66	
12	0	15	34	
11	0	03	64	

[सं. ओ. 12016/130/93-ओ एन जी ई-IV]

एम. मार्टिन, डैक्टर प्रधिकारी

New Delhi, the 4th January, 1994

S.O. 267.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from GNIE to GGS-IV in Gujarat State Pipeline should be laid by the Oil & Natural Gas Commission.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire that right of user in the land described in the schedule annexed hereto;

Now therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Commission Construction & Maintenance Division, Makarpura Road, Vadodara-390009.

And every person making such an objections shall also state specifically whether he wished to be hear in persons or by legal practitioner.

SCHEDULE

Pipeline from GNIE to GGS IV.

State : Gujarat District : Bharuch Taluka : Vagra

Village	Block No.	Hectare	Are	Centiare
(1)	(2)	(3)	(4)	(5)
Narnavi	33	0	08	32
	32	0	05	20

	(1)	(2)	(3)	(4)	(5)
35/A/B	0	06	37		
36/B	0	03	64		
36/A	0	07	80		
38/P	0	04	16		
27	0	27	04		
28	0	13	52		
21	0	11	96		
20	0	23	66		
12	0	15	34		
11	0	03	64		

[No. O-12016/130/93-ONGD-JV]
M. MARTIN, Desk Officer

तह दिल्ली, 4 जनवरी, 1994

का.आ. 268.—यह केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में मालपुर-2 से नाडा-1 हैडर तक पैटोलियम के परिवहन के लिए पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और अतः यह प्रतीत होता है कि ऐसी लाइनों के बिछाने के लिए एतदपावद्ध अनुसूची में वर्णित भूमि में उपर्योग का प्रधिकार अर्जित करता आवश्यक है।

अतः अब पैटोलियम और खनिज पाइपलाइन भूमि में उपर्योग के प्रधिकार का अर्जन अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा द्वारा प्रदत शर्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपर्योग का प्रधिकार अर्जित करते हुए असना आगय एतदारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइपलाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, बड़ौदा-9 को इस प्रधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की माफत।

अनुसूची

दक्षिण: मालपुर-2 से नाडा-1 हैडर तक पाइपलाइन बिछाने के लिए

राज्य : गुजरात ज़िला : भरुच तालुका : जंवुप-2

गांव	ब्लॉक नं०	है.	आर	सेन्टी
1	2	3	4	5
नाडा	1640	1	68	48
	1898	0	07	02
	1897	0	03	12
	1896	0	01	12
	1895	0	07	80
	1902	0	07	54
	1892	0	05	44
	1891	0	05	34
	1886	0	06	50
	1887	0	03	12
	1857	0	05	72

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
1851	0	07	28		1897	0	03	12	
1855	0	08	32		1896	0	01	12	
कार्ट ट्रैक	0	00	91		1895	0	07	80	
1757	0	09	62		1902	0	07	54	
1758	0	06	24		1892	0	05	41	
1759	0	05	98		1891	0	05	34	
1790	0	02	73		1886	0	06	50	
1789	0	02	08		1887	0	03	12	
1788	0	01	56		1857	0	05	72	
1787	0	02	21		1851	0	07	28	
1786	0	03	64		1855	0	08	32	
1785	0	02	76		Cart track	0	00	91	
1784	0	05	02		1757	0	09	62	
1783	0	03	90		1758	0	06	24	
1769	0	00	76		1759	0	05	98	
1771	0	03	40		1790	0	02	73	
1770	0	03	64		1789	0	02	08	
1536	0	03	64		1788	0	01	56	
1535	0	09	88		1787	0	02	21	
1532	0	07	80		1786	0	03	64	
1531	0	16	25		1785	0	02	76	
1530	0	11	44		1784	0	05	02	
1529	0	00	82		1783	0	03	90	
					1769	0	00	76	
					1771	0	03	40	
					1770	0	03	64	
					1536	0	03	64	
					1535	0	09	88	
					1532	0	07	80	
					1531	0	16	25	
					1530	0	11	44	
					1529	0	00	82	

[सं. ओ 12016/129/93-ओ एन जी डी-IV]

एम. मार्टिन, डैम्स अधिकारी

New Delhi, the 4th January, 1994

S.O. 268.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Malpur-2 to Nada-1 Header in Gujarat State Pipeline should be laid by the Oil & Natural Gas Commission

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire that right of user in the land described in the schedule annexed hereto;

Now therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Commission Construction & Maintenance Division, Makarpura Road, Vadodara-390009.

And every person making such an objections shall also state specifically whether he wishes to be heard in person or by legal practitioner.

SCHEDULE

Pipeline from South Malpur 2 to NADA-1 Header

State : Gujarat District : Bharuch Taluka : Jambusar

Village	Block No.	Hectare	Acre	Centiare
1	2	3	4	5
NADA	1640	1	68	48
	1898	0	07	02

[No. O-12016/129/93-ONGD-IV]

M. MARTIN, Desk Officer

नई दिल्ली, 4 जनवरी, 1994

का.आ. 269.—यह केंद्र सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में बेचराज़ इ.पी.एस. II से बेचराज़ इ.पी.एस. I तक पेट्रोलियम के परिवहन के लिए पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा विभाइ जाने चाहिए।

और अब यह प्रतीत होता है कि ऐसे लाइनों को बिछाने के प्रयोजन के लिए एटडपब्लिक अनुसूची में वर्णित भूमि में उत्थान का अधिकार अर्जित करना आवश्यक है।

अब: अब पेट्रोलियम और खनिज पाइपलाइन भूमि में उत्थान का अधिकार का अर्जन अधिनियम, 1962 (1962 का 50) को धारा 3 की उत्थान द्वारा प्रदत शक्तियों का प्रयोग करते हुए केंद्रीय सरकार ने उसमें उत्थान का अधिकार अर्जित करने का अनन्त आशाएं एतद्वारा घोषित किया है।

बास्ते कि उक्त भूमि में हिस्बै कोई व्यक्ति, उस भूमि के नीचे पाइपलाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देवलाल प्रभाग, मकरपुरा रोड बड़ीदार-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने, वाला हर व्यक्ति विनिर्दिष्ट: यह भी करने करेगा कि क्या यह वह चाहता है कि उसकी सुनवाई अवित्तिगत रूप से हो या किसी विविध व्यवसायों की माफत।

अनुमूल्य

बेचराजे ई.पी.एस. II से बेचराजे ई.पी.एस. I तक पाइपलाइन विलासों के लिए।

राज्य : गुजरात	जिला : महासाना	तालुका : चाणक्यमा
गांव	सर्वे नं.	हेक्टर आर. मैटर यर.
आक्षय	376	0 39

[सं. शो. 12016/128/93-ओ.एस. जि. हॉ. VI]
एम. मार्टिन, डेस्क अधिकारी

New Delhi, the 4th January, 1994

S.O. 269.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Becharaje EPS-II to Becharaje EPS-I in Gujarat State Pipeline should be laid by Oil & Natural Gas Commission.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire that right of user in the land described in the schedule annexed hereto;

Now therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission Construction & Maintenance Division, Makarpura Road, Vadodara-390009.

SCHEDULE

Pipeline from Becharaji Eps. II to Becharaji Eps. I.

State : Gujarat District : Mehsana Taluka : Chanaesma

Village	Survey No.	Hectare	Arc	Centiare
Akabri	376	0	39	95

[No. O-12016/128/93-ONGD-IV]
M. MARTIN, Desk Officer

नई दिल्ली, 4 जनवरी, 1994

का.एस. 270.—यह केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में बेचराजे ई.पी.एस. II से बेचराजे ई.पी.एस. I तक पैट्रोलियम के परिवहन के लिए पाइपलाइन सेथ तथा प्राकृतिक गैस आयंग द्वारा विभाई जानी चाहिए।

ओर अतः यह प्रतीत होता है कि ऐसी लाइन को विभासों के प्रयोग के लिए प्रदानादार अनुमूल्य में वर्णित भवि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अब अब पैट्रोलियम और अन्य विभासों पाइपलाइन सूमि में उपयोग के अधिकार का अर्जन अधिनियम, 1962 (1962 का 50) की धारा 3 को उल्थारा द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एवं उल्थारा घोषित किया है।

विभासों कि उसने सूमि में हितवद्ध कोई व्यक्ति, उक्त सूमि के निचे पाइपलाइन विभासों के लिए आक्षेप सक्षम प्राधिकारी, तेज तथा प्राप्तिकारी विभासों आयंग, निर्माण और देखभाल प्रशासन, मकानपुण गोद, बड़ोदरा-9 को इस अधिकारचत्वा का तारीख से 21 दिनों के मात्र कर मर्दाना।

ओर ऐसा आक्षेप करने वाला हर व्यक्ति विनिविष्टतः यह भी कथन करेगा कि क्या यह वह चाहता है कि उसको मुनाफा अप्राप्तिगत रूप से हो या किसी विधि व्यवसाय का मार्फत।

अनुमूल्य

बेचराजे ई.पी.एस. II से बेचराजे ई.पी.एस. I तक पाइपलाइन विभासों के लिए।

राज्य : गुजरात जिला : महासाना तालुका : चाणक्यमा

गांव	सर्वे नं.	हेक्टर	आर.	मैटर यर.
1	2	3	4	5
गंगेज	472/पि	0	19	65
	515/पि	0	95	29
कार्टैट्रैक		0	01	00
	516	0	27	80
	518	0	28	20
	604	0	20	40
	603	0	10	20
	637/1	0	28	00
कार्टैट्रैक		0	61	20
	679	0	06	48
	680	0	14	00
	644/8	0	21	72
	644/9	0	26	40
	644/10	0	33	30
	697/15	0	08	45
	700	0	36	75
	701	0	14	70
	697/14	0	06	50
	697/13	0	23	60
कार्टैट्रैक		0	01	00
	704	0	00	91
	703	0	21	15
	768	0	10	30
	767	0	14	60
	766	0	14	43
	763	0	07	84
	764	0	20	45
	779/3	0	10	00

[सं. शो. 12016/127/93-ओ.एस. जि. IV]
एम. मार्टिन, डेस्क अधिकारी

New Delhi, the 4th January, 1994

S.O. 270.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Becharaji EPS-II to Becharaji EPS-I in Gujarat State Pipeline should be laid by Oil & Natural Gas Commission.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire that right of user in the land described in the schedule annexed hereto;

Now therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares it intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Commission Construction & Maintenance Division, Makarpura Road, Vadodara-390009.

And every person making such an objections shall also state specifically whether he wishes to be hear in persons or by legal practitioner.

SCHEDULE

Pipeline from Becharaji FPS, II to Becharaji FFS I.

State : Gujarat District : Mehsana Taluka : Chanasma

Village	Survey No.	Hectare	Are	Centiare
1	2	3	4	5
Rantej	472/P	0	19	65
	515/P	0	95	20
	Cart track	0	01	00
	516	0	27	80
	518	0	28	20
	604	0	20	40
	603	0	10	20
	637/1	0	28	00
	Cart track	0	01	20
	679	0	06	48
	680	0	14	00
	644/8	0	21	72
	644/9	0	26	40
	644/10	0	33	30
	697/15	0	08	45
	700	0	36	75
	701	0	14	70
	697/14	0	06	50
	697/13	0	23	60
	Cart track	0	01	00
	704	0	00	91
	703	0	21	15
	768	0	10	30
	767	0	14	60
	766	0	14	43
	763	0	07	84
	764	0	20	45
	779/2	0	10	00

[No. O-12016/127/93-ONGD-IV.]

M. MARTIN, Desk Officer

नई दिल्ली, 4 जनवरी, 1994

का.आ. 271.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकतंत्र में यह आवश्यक है कि गुजरात राज्य में जा.एन.एच से इसी एवं उक्त पैट्रोलियम के विषय पाइपलाइन के लिए प्राप्ति सूची में वर्णित भूमि से उत्पयोग का अधिकार प्राप्ति करना प्राकृति के गैस आयोग द्वारा बिलाई जाना चाहिए।

प्रीर अतः यह प्रतीत होता है कि ऐसी लाइनों के प्रयोगन के लिए एकत्रामद अनुसूची में वर्णित भूमि से उत्पयोग का अधिकार प्राप्ति करना प्रायोगिक है।

अतः अब पैट्रोलियम और अधिनियम पाइपलाइन भूमि में उत्पयोग के अधिकार का अवैतन अधिनियम, 1962 (1962 का 50) की धारा 2 को उत्पादन द्वारा प्रवचन एकलियों का प्रयोग करते हुए केन्द्रीय सरकार उसमें उत्पयोग का अधिकार अर्जित करने का अनन्त अधिकार प्रदान किया गया है।

वर्णन कि उक्त भूमि से हितवद्ध कोई व्यक्ति, उस भूमि के निचे पा.प्लाइन बिलाने के लिए अधिक सक्षम प्राप्तिकारी, तेव तथा प्राकृति के गैस आयोग, निर्माण और देखभाल प्रभाग, सफरपुरा रोड, बडोदा-9 को इस अधिसूचना की लाइन से 21 लिनों के भीतर कर सकेगा।

प्रीर ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट है कि उसकी भुनवाई अधिकार रूप में हो या किसी विश्व अवगार्य का मार्फत।

अनुसूची:

जा.एन.एच से इसी पो.एम.के पाइपलाइन बिलाने के लिए।

पार्य: गुजरात

जिला: मरुच

तालुका: बागरा

गांव	ब्लॉक न.	हे.	घर	मेट्रा.
Gandhar	320	0	81	12
	321	02	18	40
	322	0	98	80

[प. ओ. 12016/126/93-पान जो. ई. IV]

एम. मार्टिन, डेस्क प्रधिकारी।

New Delhi, the 4th January, 1994

S.O. 271.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum GNHE to EPS in Gujarat State Pipeline should be laid by Oil & Natural Gas Commission.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire that right of user in the land described in the schedule annexed hereto;

Now therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares it intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Commission Construction & Maintenance Division, Makarpura Road, Vadodara-390009.

And every person making such an objections shall also state specifically whether he wishes to be hear in persons or by legal practitioner.

SCHEDULE

Pipeline from GNHE to EPS.

State : Gujarat District : Bharuch Taluka : Vagra

Village	Block No.	Hectare	Are	Centiare
Gandhar	320	0	81	12
	321	2	18	40
	322	0	98	80

[No. O-12016/126/93-ONGD-IV]

M. MARTIN, Desk Officer

शुद्धि-पत्र

नई दिल्ली, 14 जनवरी, 1994

का.आ. 272.—केन्द्रीय सरकार ने भारत सरकार के पैट्रोलियम और अधिनियम पाइपलाइन भूमि में उत्पयोग के अधिकार का अवैतन अधिनियम, 1962 (1962 का 50) की धारा 2 को उत्पादन द्वारा प्रवचन एकलियों का प्रयोग करते हुए केन्द्रीय सरकार उसमें उत्पयोग का अधिकार अर्जित करने का अनन्त अधिकार प्रदान किया गया है।

का.आ. 272.—केन्द्रीय सरकार ने भारत सरकार के पैट्रोलियम और प्राकृति के गैस संचालन की अधिसूचना सं. का.आ. 3761, 3762 और 3763 तारीख 31 दिसम्बर, 1988 तथा अधिसूचना सं. का.आ. 1634, 1635 और 1636 तारीख 31 जुलाई, 1993 तथा अधिसूचना सं. का.आ. 2427, 2428, 2429, 2430 और 2431 तारीख 13 नवम्बर, 1993 द्वारा “विरस्ताम चाक्स-करनाल पाइपलाइन परियोजना” नामक परियोजना के लिए राजस्थान राज्य में चाक्स में हरियाणा राज्य में बेंगली (करनाल) तक पैट्रोलियम के परिवहन के प्रयोजनार्थ उन अधिसूचनाओं से उपावह अनुसूची में विनिर्दिष्ट भूमि

में उपयोग का अधिकार प्राप्ति करने के अपने आशय की घोषणा की थी;

और त्रिव्याण में करताल में से एक नए जिने पानीपत के सूजत के कारण परियोजना का नाम परिवर्तित "विरमगम-चाक्सु-पानीपत पाइपलाइन परियोजना" कर दिया गया है;

अब, केन्द्रीय सरकार पैट्रोलियम और नैचरल गैस लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, अपर निर्दिष्ट अधिमूलनओं में निम्नलिखित संशोधन करती हैः—

- (क) का.आ.सं. 3761 तारीख 31 दिसम्बर, 1988 के पृष्ठ 4847 पर तीसरी पंक्ति में "करताल" शब्द के स्थान पर "पानीपत" शब्द रखा जाएगा;
- (ख) का.आ. सं. 3762, तारीख 31 दिसम्बर, 1988 के पृष्ठ 4850 पर तीसरी पंक्ति में "करताल" के स्थान "पानीपत" शब्द रखा जाएगा;
- (ग) का.आ.सं. 3763, तारीख 31 दिसम्बर, 1988 के पृष्ठ 4853 पर तीसरी पंक्ति में "करताल" शब्द के स्थान पर "पानीपत" शब्द रखा जाएगा;
- (घ) का.आ.सं. 1634, तारीख 31 जुलाई, 1993 के पृष्ठ 2517 पर तीसरी पंक्ति में "करताल" शब्द के स्थान पर "पानीपत" शब्द रखा जाएगा;
- (इ) का.आ. सं. 1635, तारीख 31 जुलाई, 1993 के पृष्ठ 2518 पर तीसरी पंक्ति में "करताल" शब्द के स्थान पर "पानीपत" शब्द रखा जाएगा;
- (च) का.आ.सं. 1636, तारीख 31 जुलाई, 1993 के पृष्ठ 2518 पर तीसरी पंक्ति में "करताल" शब्द के स्थान पर "पानीपत" शब्द रखा जाएगा;
- (छ) का.आ.सं. 2427, तारीख 13 नवम्बर, 1993 पृष्ठ 3411 पर तीसरी पंक्ति में "करताल" शब्द के स्थान पर "पानीपत" शब्द रखा जाएगा;
- (ज) का.आ.सं. 2428, तारीख 13 नवम्बर, 1993 पृष्ठ 3417 पर तीसरी पंक्ति में "करताल" शब्द के स्थान पर "पानीपत" शब्द रखा जाएगा;
- (झ) का.आ. स. 2429, तारीख 13 नवम्बर, 1993 पृष्ठ 3424 पर तीसरी पंक्ति में "करताल" शब्द के स्थान पर "पानीपत" शब्द रखा जाएगा;
- (ञ) का.आ.सं. 2430 तारीख 13 नवम्बर, 1993 पृष्ठ 3427 पर तीसरी पंक्ति में "करताल" शब्द के स्थान पर "पानीपत" शब्द रखा जाएगा;
- (ट) का.आ.सं. 2431, तारीख 13 नवम्बर, 1993 पृष्ठ 3431 पर तीसरी पंक्ति में "करताल"

शब्द के स्थान पर "पानीपत" शब्द रखा जाएगा।

[सं. आर. 31015/50/93-ओ.आर.]

कुलदीप सिंह, अवर सचिव

CORRIGENDUM

New Delhi, the 14th January, 1994

S.O. 272.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. 3761, 3762, 3763 dated the 31st December, 1988, No. S.O. 1634, 1635, 1636 dated the 31st July, 1993 and No. S.O. 2427, 2428, 2429, 2430, 2431 dated the 13th November, 1993, the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule annexed to those notifications for the purpose of transport of petroleum from Chaksu in the State of Rajasthan to Baholli (Karnal) in the State of Haryana for the project named as "Viramgam-Chaksu-Karnal Pipeline Project";

And whereas due to the creation of new district Panipat out of Karnal (Haryana), the name of the project has been changed as "Viramgam-Chaksu-Panipat Pipeline Project";

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby amend the notifications referred to above as follows :—

- (a) in no. S.O. 3761, dated the 31st December, 1988, at page 4848, in line 4, for the word "Karnal", the word "Panipat" shall be substituted;
- (b) in no. S.O. 3762, dated the 31st December, 1988, at page 4852, in line 4, for the word "Karnal", the word "Panipat" shall be substituted;
- (c) in no. S.O. 3763, dated the 31st December, 1988, at page 4855, in line 4, for the word "Karnal", the word "Panipat" shall be substituted;
- (d) in no. S.O. 1634, dated the 31st July, 1993, at page 2517, in line 4, for the word "Karnal", the word "Panipat" shall be substituted;
- (e) in no. S.O. 1635, dated the 31st July, 1993, at page 2518, in line 4, for the word "Karnal", the word "Panipat" shall be substituted;
- (f) in no. S.O. 1636, dated the 31st July, 1993, at page 2519, in line 4, for the word "Karnal", the word "Panipat" shall be substituted;
- (g) in no. S.O. 2427, dated the 13th November, 1993, at page 3414, in line 4, for the word "Karnal", the word "Panipat" shall be substituted;
- (h) in no. S.O. 2428, dated the 13th November, 1993, at page 3421, in line 4, for the word "Karnal", the word "Panipat" shall be substituted;
- (i) in no. S.O. 2429, dated the 13th November, 1993, at page 3426, in line 4, for the word "Karnal", the word "Panipat" shall be substituted;
- (j) in no. S.O. 2430, dated the 13th November, 1993, at page 3429, in line 4, for the word "Karnal", the word "Panipat" shall be substituted;
- (k) in no. S.O. 2431, dated the 13th November, 1993, at page 3431, in line 2, for the word "Karnal", the word "Panipat" shall be substituted.

[No. R-31015/50/93-OR-II]

KULDIP SINGH, Under Secy.

CORRIGENDUM

New Delhi, the 14th January, 1994

S.O. 273.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas, No. S.O. 2269, dated the 15th October, 1993, published in the Gazette of India, Part-II, Section 3, Sub-section (ii), dated the 30th October, 1993, at page 3274, issued under Sub-section (1) of section 3 of the Petroleum and Minerals Pipeline (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government gave notice of its intention to acquire the lands specified in the schedule appended to that notification :

And whereas, it has been brought to the notice of the Central Government that certain errors of printing nature have occurred in the publication of the said notification in the Gazette;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the said Act, the Central Government hereby amends the schedule appended to the said notification as follows:

at page 3274—in village Kotada-Chandgadh, in column 2,
 '47'
 for survey number '47 1/2' read—
 1/2

in village Sarotari, in column 2, for survey number
 '21'
 '21 1/2' read—
 1/2

Any person interested in any land in respect of which the above amendment has been issued, may within 21 days of the issue of this notification, object to the acquisition of the whole or any part of the said land or any right in or over such land in terms of sub-section (1) of section 5 of the aforesaid Act.

Explanation.—In respect of the lands, survey nos. and area amended through this notification only, the said period of 21 days in terms of sub-section (1) of section 5 of the said Act shall start running from the date, the copies of the Gazette notification are made available to general public.

[No. R-31015/39/93-OR-I]
KULDIP SINGH, Under Secy.

CORRIGENDUM

New Delhi, the 14th January, 1994

S.O. 274.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas, No. S.O. 2270, dated the 15th October, 1993, published in dated the 30th October, 1993, at page 3275, issued under the Gazette of India, Part-II, Section 3, Sub-section (ii), Sub-section (1) of section 3 of the Petroleum and Minerals Pipeline (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government gave notice of its intention to acquire the lands specified in the schedule appended to that notification;

And whereas, it has been brought to the notice of the Central Government that certain errors of printing nature have occurred in the publication of the said notification in the Gazette;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the said Act, the Central Government hereby amends the schedule appended to the said notification as follows:

at page 3275, in village Radhanpur, in column 2, for survey number '275A/5' read '272A/5'.

Any person interested in any land in respect of which the above amendment has been issued, may within 21 days of the issue of this notification, object to the acquisition of the whole or any part of the said land or any right in or over such land in terms of sub-section (1) of section 5 of the aforesaid Act.

Explanation.—In respect of the lands, survey nos. and area amended through this notification only, the said period of 21 days in terms of sub-section (1) of section 5 of the said Act shall start running from the date, the copies of the Gazette notification are made available to the general public.

[No. R-31015/39/93-OR-I]
KULDIP SINGH, Under Secy.

ग्रामीण विकास मंत्रालय

(दिल्ली प्रभाग)

नई दिल्ली, 21 दिसम्बर, 1993

का. श्रा. 275.—यह: निम्नांकित क्षेत्रों के बारे में कठिपय संशोधन, जिन्हें केन्द्रीय सरकार दिल्ली बृहद् योजना/क्षेत्रीय विकास योजना में प्रस्तावित करती है तथा जो दिल्ली विकास अधिनियम, 1957 (1957 का 61)

को धारा 14क प्रावधानों के अनुसार दिनांक 25-10-93 के नोटिस संख्या के—13011/11/93—डी. डी., 1 बी द्वारा प्रकाशित किए गए थे जिसमें उक्त अधिनियम की धारा 11-ए की (उपधारा (3) में अपेक्षित आपत्तियाँ/सुझाव उक्त नोटिस की तारीख से 30 दिन की अवधि में आपांतिक किए गए थे ;

और यह: प्रस्तावित संशोधनों के बारे में जनता से कोई आपत्तियाँ/सुझाव प्राप्त नहीं हुए हैं, अतः केन्द्रीय सरकार ने दिल्ली बृहद् योजना/क्षेत्रीय विकास योजना में संशोधन करने का निर्णय लिया है ;

अतः, अब केन्द्रीय सरकार उक्त अधिनियम की धारा 11-ए की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत के राजपत्र में इस अधिमूचना के प्रकाशन की तारीख से दिल्ली की उक्त बृहद् योजना में एतद्वारा निम्नलिखित संशोधन करती है।

संशोधन :

ग्राम छत्तपुर, दिल्ली में सी-डोट की 48 एकड़ भूमि भू-उपयोग को “ग्रामीण उपयोग” से “सार्वजनिक तथा ग्रन्थ-सार्वजनिक (संस्थागत) उपयोग” में बदलने का प्रस्ताव है, जिसके उत्तर में मांझी गांव को जाने वाली सड़क है”।

उपर्युक्त संशोधन निम्नलिखित शर्तों के प्रधीन होगा :—

(i) भू-उपयोग के परिवर्तन से नहर निराम आदि के लिए कथिन भूमि पर प्रस्तावित परिसर में जन-सुविधाएं उपलब्ध कराना आधिकारी नहीं होगा।

(ii) सी-डाट इन सेवाओं का उपयोग तभी कर पायेगा जब संवेदित स्थानीय निकायों द्वारा सामान्य क्षेत्रों को मूलिकियत सेवाएं और जन-सुविधाएं उपलब्ध करायी जायेंगी।

(iii) सी-डाट से कोई परिवर्तन प्रभार लगाया/वसूल नहीं किया जाएगा।

(iv) इस क्षेत्र का विकास दिल्ली बृहद् योजना—2001 के विकास कोड के प्रावधानों के अनुसार होगा। तथापि, व्यापक ग्रामीण क्षेत्रों को ध्यान में रखकर आम-पास की इमारतें कम ऊँचाई और कम सवनता वाली होनी चाहिए, जो ग्राम-पास के ग्रामीण परिवेश से मेल खाती हों।

(v) जब कभी भवन बनाये जाएं तो यथा अवहृत अन्तर्राष्ट्रीय विमानपत्तन प्राधिकरण आदि से यथा प्रयोजन के ऐसे अन्य विनियमों के अनुसार होगे; और

(vi) परिसर का विकास करने समय पहुंच मार्ग (ग्रामीण सड़क) के बीच से समान दूरी/आवश्यक रास्ता छोड़ना होगा।

[सं. के.—13011/11/93—डी. डी. I बी]
 एस. सी. सागर, अवर सचिव

MINISTRY OF URBAN DEVELOPMENT
(Delhi Division)

New Delhi, the 21st December, 1993

S.O. 275.—Whereas certain modifications, which the Central Government proposes to make in the Master Plan for Delhi/Zonal Development Plan regarding the areas mentioned hereunder, were published with Notice No. K-13011/11/93-DDIB dated 25-10-93, in accordance with the provisions of Section 44 of the Delhi Development Act, 1957 (61 of 1957) inviting objections/suggestions are required by sub-section (3) of Section 11-A of the said Act, within thirty days from the date of the said notice;

And whereas no objection/suggestions were received from the public with regard to the said proposed modifications and whereas the Central Government have decided to modify the Master Plan for Delhi/Zonal Development Plan;

Now, therefore, in exercise of the powers conferred by sub-section (2) of Section 11-A of the said Act, the Central Government hereby makes the following modification in the said Master Plan for Delhi with effect from the date of publication of this Notification in the Gazette of India.

MODIFICATION :

The land use of 48 acres of land belonging to C-DOT at village Chhattarpur, Delhi, bound on the northern side by the road going towards Mandi village, is proposed to be changed from 'rural use' to public and semi-public (institutional) use.

The above modification is subject to the following conditions :

(i) such a change in land use shall not make it obligatory to the Municipal Corporation etc. to provide utilities to the proposed complex on the said land.

(ii) C-DOT can avail of such services as and when Municipal services and utilities are extended by the local concerned bodies to the general area.

(iii) No conversion charges to be levied/charged from C-DOT.

(iv) The development of the area will be guided by the provisions of the development code of Master Plan of Delhi 2001. However, in view of the general areas surrounding development should be low rise and low intensity, blending with the surrounding rural environment.

(v) Buildings as and when constructed, shall be according to such other regulations of the International Airports Authority etc. which may apply; and

(vi) Necessary right of way equi-distant from the centre of the approach road (rural road) shall be left while developing the campus.

[No. K. 13011/11/93-DDIB]

S. C. SAGAR, Under Secy.

नई दिल्ली, 27 दिसम्बर, 1993

सा. आ. 276.—यह निम्नोक्ति थेन्ड्रो के बारे में कलिप्य संशोधन, जिन्हें केन्द्र सरकार अर्धवर्षित थेन्ड्रो के बारे में दिल्ली वृहद् योजना थेन्ड्रीय विकास योजना में प्रस्तावित करती है तथा जो दिल्ली विकास अधिनियम, 1957 (1957 का 61) की धारा 44 के प्रयोजन के मनुसार दिनांक 9-7-88 के नोटिस सख्ता एफ. 20 (10) 84—एम. पी. द्वारा प्रकाशित किये गये थे जिसमें उक्त अधिनियम की धारा 11-की उपधारा (3) में

यथा अपेक्षित आपसियों/मुझाव, उक्त नोटिस की तारीख के 30 दिन की अवधि में आमंत्रित किए गए थे।

और यह: प्रस्तावित संशोधनों के बारे 27 आपसियों/मुझाव प्राप्त हुए हैं। इन आपसियों/मुझावों पर प्राधिकरण द्वारा दिनांक 12-12-1988 के संकल्प सख्ता—139 के तहत और केन्द्र सरकार द्वारा विचार किया गया है।

अतः अब केन्द्र सरकार उक्त अधिनियम की धारा 11-क का उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत के राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से दिल्ली भी उपत वृहद् योजना में एतद्वारा निम्नलिखित तंशोधन करती है।

संशोधन :

"उत्तर पश्चिम में नजफगढ़ रोड, उत्तर में पंखा रोड और जनकपुरी म्हीम पूर्व में रिवाड़ी रेलवे लाईन और दक्षिण-पश्चिम में तेल पाद्य-लाईन, से घिरे हुए क्षेत्र को "कृषि और ग्रामीण उपयोग जोन" से निम्नलिखित में परिवर्तित किया जाता है:—

1. आवासीय	1228.00 है.
2. वाणिज्यिक	156.81 है.
(क) वाणिज्यिक	61.81 है.
(ख) मेवा केन्द्र	45.00 है.
3. सरकारी उपयोग	62.51 है.
4. सार्वजनिक अर्ध-सार्वजनिक	265.71 है.
5. सार्वजनिक मेवाएं	43.68 है.
6. मनोरंजनात्मक	481.10 है.
7. परिवहन	497.32 है.
	3052.00 है.

योग

[सं. के.—13011/3/88-डी डी II एप्प 1 गी]

एस. सी. सागर, अवर सचिव

New Delhi, the 27th December, 1993

S.O. 276.—Whereas certain modifications, which the Central Government propose to make in the Master Plan for Delhi/Zonal Development plan regarding the areas mentioned hereunder, were published with Public Notice No. F. 20/10/84-MP dated 9-7-88 in accordance with the provisions of Section 44 of the Delhi Development Act, 1957 (61 of 1957) inviting objections or suggestions as required by sub-section (3) of Section 11-A of the said Act, within thirty days from the date of the said Notice.

And whereas 27. objections/suggestions had been received with regard to the said proposed modification. These objections/suggestions were considered by the Authority vide resolution No. 139 dt. 12-12-1988 as also by the Central Government.

Now therefore, in exercise of the powers conferred by sub-section (2) of Section 11-A of the said Act, the Central Government hereby makes the following modification in the said Master Plan for Delhi w.e.f. the date of publication of this notification in the Gazette of India.

MODIFICATION :

"Area bounded by Najafgarh Road on North-West; Pankha Road and Janakpuri Scheme on North; Kewari Line on East and Oil-Pipe Line on the South-West, is changed from 'agricultural and rural use, zone to :—

1. Residential	1228.00 ha.
2. Commercial	156.81 ha,
(a) Commercial	61.81 ha.
(b) Service Centre	45.00 ha.
3. Govt. Use	61.51 ha.
4. Public/semi-public	265.71 ha.
5. Public utility	43.68 ha.
6. Recreational	481.10 ha.
7. Transportation	497.32 ha.
	3052.00 ha.

[No. K. 13011/3/88-DDII(AAIB)
S. C. SAGAR, Under Secy.

सार्वजनिक सूचना

नई दिल्ली, 14 जनवरी, 1994

का. आ. 277.—दिल्ली विकास (मुख्य योजना तथा क्षेत्रीय विकास योजना) नियम, 1959 के नियम 5 के साथ पठित दिल्ली विकास अधिनियम, 1957 (1957 का 61) की धारा 18(1) के अंतर्गत राष्ट्रीय राजधानी क्षेत्र दिल्ली की क्षेत्रीय विकास योजना के प्रारूप को तैयार करने तथा उसके प्रकाशन के लिए सूचना।

एनद्डारा मूल्यना दी जाती है कि :—

(क) राष्ट्रीय राजधानी क्षेत्र दिल्ली के "चार दीवारी शहर" (जोन "ए" व जोन "सी" का भाग) के लिए एक क्षेत्रीय विकास योजना प्रारूप तैयार कर लिया गया है;

और

(ख) उसकी एक प्रति निरीक्षण के लिए दिल्ली विकास प्राधिकरण के कार्यालय, भूतन, विकास मीनार में आगे पैरा 3 में उल्लिखित तारीख तक सभी कार्य दिवसों के बौरान प्रातः 11.00 बजे से सायं 5.00 बजे तक उपलब्ध होगी।

2. इस प्रारूप योजना के सम्बन्ध में एनद्डारा आपत्ति एवं मुक्ताव आमंत्रित किए जाते हैं।

3. आपत्ति एवं मुक्ताव लिखित रूप में आयुक्त एवं सचिव, दिल्ली विकास प्राधिकरण, विकास सदन, नई दिल्ली 23, को सन् 1994 के फरवरी महीने की 20 तारीख से पहले भेजें।

आपत्ति/मुक्ताव भेजने वाले व्यक्ति को अपना नाम एवं पता भी अवश्य देना चाहिए।

[फाईल सं. एफ. 1 (28)/92-जैड. पी.]
विश्व मोहन बंसल, आयुक्त एवं सचिव

PUBLIC NOTICE

New Delhi, the 14th January, 1994

S.O. 277.—Notice under section 10(1) of the Delhi Development Act, 1957 (No. 61 of 1957) read with rule 5 of the Delhi Development (Master Plan and Zonal Development

Plan) Rules, 1959, of the preparation and publication of the draft of the Zonal Development Plan for the National Capital Territory of Delhi.

Notice is hereby given that :

(a) A draft of a Zonal Development Plan for, Zone Walled City (Part of Zone 'A' and part of Zone 'C') in the National Capital Territory of Delhi has been prepared.

(b) A copy thereof will be available for inspection of the office of the Delhi Development Authority, on Ground Floor, Vikas Minar between hours of 11 A.M. to 5 P.M. on all working days till the date mentioned in para 3 hereinafter.

2. Objection and suggestions are hereby invited with respect to this draft plan.

3. The objection or suggestion may be sent in writing to the Commissioner-cum-Secretary, Delhi Development Authority, Vikas Sadan, New Delhi-23 before the 20th day of February, 1994.

Any person making the objection or suggestion should also give his name and address.

[F. No. F. 1(28)-92-ZP]
V. M. BANSAL, Commissioner cum Secy.

सार्वजनिक सूचना

नई दिल्ली, 14 जनवरी, 1994

का. आ. 278.—केन्द्रीय सरकार का दिल्ली की मुख्य योजना में निर्माणित संशोधन करने का प्रस्ताव है, जिसे जनता की जानकारी के लिए एनद्डारा प्रकाशित किया जाता है। प्रस्तावित संशोधन के संबंध में यदि किसी व्यक्ति को कोई आपत्ति/मुक्ताव देना हो, तो वह अपनी आपत्ति/मुक्ताव इस सूचना के जारी होने की तारीख से तीस दिनों की अवधि के अन्वर आयुक्त एवं सचिव, विल्ली विकास प्राधिकरण विकास सदन, "बी" ब्लॉक, आई. एन. ए., नई दिल्ली को लिखित रूप में भेज सकता है। आपत्ति करने/मुक्ताव देने वाले व्यक्ति को अपना नाम और पूरा डाक पता भी देना चाहिए।

संशोधन :—

(1) "भारत सरकार के असाधारण राजपत्र भाग-II के छठे—3 के उपर्युक्त (ii) दिनांक 1-8-90 के पृष्ठ 163 पर निर्दिष्ट भूखण्ड के न्यूनतम आकार को 30 वर्गमीटर से 16 वर्ग मीटर में परिवर्तित किया जाना है।

(2) 50 वर्ग मीटर में 100 वर्ग मीटर के आकार के भूखण्ड की श्रेणी, जो इस समय भारत के असाधारण राजपत्र भाग—I] के उपर्युक्त (ii) दिनांक 1-8-90 के पृष्ठ 162 पर विनियमों में शामिल नहीं है, को शामिल किया जाए।"

दिल्ली मुख्य योजना—2001 में निर्दिष्ट उपर्युक्त उपबन्ध केवल मायापुरी औद्योगिक क्षेत्र के लिए लागू होगा, जहाँ आबंटन पहले ही किया जा चुका है।

(2) दिल्ली मुख्य योजना—2001 की एक प्रति, जिसमें प्रस्तावित संशोधन को समाविष्ट किया गया है

निरीक्षण के लिए उपर्युक्त अद्वयि के दौरान सभी कार्य-दिवसों में उप निदेशक, मुख्य योजना अनुभाग, छठी मंजिल, विकास सीट, आई. पी. एस्टेट, नई दिल्ली के कार्यालय में उपलब्ध रहेगी।

[सं. एफ. 20 (10) 93/प्र. पी.]
वी. प्र. वंसल, आयुक्त प्रधं सचिव

PUBLIC NOTICE

New Delhi, the 14th January, 1994

S.O. 278.—The following modification which the Central Government proposed to make in the Master Plan for Delhi, is hereby published for public information. Any person having any objection/suggestion with respect to the proposed modification, may send the objections/suggestions in writing to the Commissioner-cum-Secretary, Delhi Development Authority, Vikas Sadan, 'B' Block, INA, New Delhi, within a period of thirty days from the date of issue of this notice. The person making objections/suggestions should also give his name and complete postal address.

MODIFICATION:

- (i) "The minimum size of plot to be changed from 30 sq. mt. to 16 sq. mt. at page 163 of the Gazette of India, extraordinary Part II Section 3, sub section (ii) dated 1-8-90.
- (ii) The category of 50 sq. mt. to 100 sq. mt. plot size which is presently not including in the regulations at page 162 of the Gazette of India extraordinary Part II sub-section (i) dt. 1-8-90 is to be included.

The above proviso in the MPD-2001 will only be applicable for Mayapuri Industrial Area where allotments have already been made.

2. A copy of MPD-2001 incorporating the proposed modification will be available for inspection in the office of the Deputy Director, Master Plan Section, 6th Floor, Vikas Minar, IP Estate, New Delhi on all working days during the period referred above.

[No. F-20(10)93/MPI]

V. M. BANSAL, Commissioner-cum-Secy.

अम मंत्रालय

प्रधिमन्त्री

नई दिल्ली, 22 दिसम्बर, 1993

का. आ. 279.—आंदोलिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, वैक ऑफ बॉडी इन के प्रबन्धसंघ के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट आंदोलिक विवाद में केन्द्रीय सरकार आंदोलिक भ्रष्टकरण, बम्बई के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 22-12-93 को प्राप्त हुआ था।

[संख्या प्र. 12011/112/87-डी-2 (प.)]
प्रच. प्र. गौड़, डैस्ट्र. अधिकारी

New Delhi, the 22nd December, 1993

S.O. 279.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No. 1 Bombay as shown in the Annexure in the Industrial Dispute between the employers in relation

to the management of Bank of Baroda and their workmen, which was received by the Central Government on 22-12-93.

[No. L-12011/112/87/D-IIA]

H. S. GOUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, BOMBAY

PRESENT :

Shri Justice R. G. Sindhakar, Presiding Officer.

REFERENCE NO. CGIT-27 OF 1988

PARTIES :

Employers in relation to the management of Bank of Baroda

AND

Their workmen

APPEARANCES :

For the Management : Shri D'Souza, Officer of the Bombay Chamber of Commerce.

For the Workmen : Shri A. P. Kulkarni, Advocate

INDUSTRY : Banking

STATE : Maharashtra

Bombay, dated the 24th day of November, 1993

AWARD

Government of India, Ministry of Labour, New Delhi, as by letter dated 20-1-1988 made following reference to this Tribunal under section 10(1)(d) of the Industrial Disputes Act, 1947.

"Whether the action of the management of Bank of Baroda in granting sick leave to five workmen and subsequently treating the same on loss of pay instead of adjustment in future accrual/balance of earned leave is justified? If not, to what relief are the concerned workmen entitled to?"

2. Five employees on the establishment of Bank of Baroda, Gulalwadi Branch have contended that though sick leave was sanctioned and they were paid management later by an order dated 12-3-1986, directed deduction from the monthly salary of these employees amount which were paid to the employees for the period for which, they were sanctioned sick leave. This position is not disputed by the management and the management's contention is that the leave which was in excess of the entitlement came to be sanctioned and they were paid for that period and therefore, it was required to be recovered. The employees contention is that the management ought to have adjusted the overdrawn sick leave with the future accrual or with the balance of earned leave. That was the policy of the Bank, the Bank departed from this and caused loss to the employees by deducting amount from their wages. Reliance is placed also upon para no. 15.14 of chapter XV of the Leave Rules. According to the employees, in accordance with that the sick leave should have been adjusted against their future accrual. It is also contended that they have not been heard before taking this action.

3. It is also contended that the employees were suffering from Jaundice due to consumption of contaminated water at Gulalwadi Branch and the Bank informed all the five workmen concerned that they can avail six months full pay sick leave at any time. It is because of this assurance that the workmen concerned applied for leave and the same was duly sanctioned. The action of the management, is challenged on this ground also.

4. It has been also contended that the action is an unfair labour practice and amounts to victimisation against the employees who have changed their allegiance from the Bank's present Union namely Bank of Baroda Employees Federation and had joined INTUC affiliated Union.

5. The Bank has denied the averments about unfair labour practices and assurance given. According to the management the period of absence was treated as extraordinary as no ordinary leave was due to them and that extraordinary was on top of pay and amount was recovered in installments to minimise hardship. The staff members asked for more easy installments and that request was also considered favour-

ably. I stated earlier they have also stated that the leave was not due and therefore, the action was required to be taken. It was not possible to adjust it as that could be done only in case of privilege leave under para 15.14 of chapter XV of Leave Rules.

6. The dispute has been narrowed down in a narrow compass. The action of the management in treating the leave on loss of pay instead of adjusting in future accrual balance of earned leave is justified or not. The Bank of Baroda Employees Trade Union Congress filed statement of claim through its Vice President Shri Sawant, wherein he stated that there was a practice to adjust the overdrawn sick leave with the future accrual or with the balance of earned leave. However, there is no material produced to show existence of such practice and in the absence of that it is not possible to hold that there was such a practice.

7. It is then stated that para 15.14 of chapter XV of the Leave Rules, other service conditions applied to the present case and that provided for adjustment of sick leave against future accrual in that terms of 'schedule'. Further it is pointed out on behalf of the management that this applied to privilege leave and not to sick leave. That is evident from the quotation in para 3E of the statement of claim. This cannot be therefore, invoked. Submission made on behalf of the management is that if the provision for such contingency was made only in the case of privilege leave the same could not be extended to other categories of leave including sick leave. Absence of such a provision in case of overdrawn sick leave is urged in support of the action taken by the management.

8. It is then stated that there was epidemic of Jaundice because of consumption of water at Gulawadi where the branch was situated. The contention is that the management was aware of this and advised the employees to take six months full pay sick leave at any time and it is because of this assurance that they applied for and got the leave sanctioned. Once again it may be stated that there is no material on record except the averments in the statement of claim that such an assurance was given by the management. It may be noted that the management has produced letters dated 5-3-1986, 12-3-1986 addressed to Shri Shah and four other employees and the management had stated the reasons for the action. There is no reply on record and if these were the contentions which are now raised were the contentions the employees would have surely replied to these letters mentioning this assurance. I therefore, find that the employees have not been able to substantiate this part of their cases.

9. It is then contended that they were not heard before this action was taken as against this the management's contention is that they were informed that they have taken leave in excess of their entitlements and that the management was taking the action of recovering the amount overpaid in instalments. Management also informed that the number of days for which concerned staff had remained absent beyond sick leave entitlement will be treated as extraordinary leave on loss of pay.

10. Therefore it appears that with the employees were paid for the period of sick leave to which they were not entitled, they were sanctioned extraordinary leave on loss of wages and the management recovered the same from them. There was no scope for adjusting it, against future accrual balance of earned leave. This being the limited issue referred, I hold that the management was justified and award is accordingly made.

R. G. SINDHAKAR, Presiding Officer

नई दिल्ली, 22 दिसम्बर, 1993

का. आ. 280.—ओद्योगिक विभाव अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्तररण में केंद्रीय सरकार, केनारा बैंक के प्रबन्धतंत्र के मंबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ओद्योगिक विभाव में केंद्रीय सरकार ओद्योगिक अधिकरण, बम्बई के पंचपट को प्रकाशित करती है, जो केंद्रीय सरकार को 22-12-93 को प्राप्त हुआ था।

[संख्या एन-12012/282/86-ई-2 (ए)]

एम् एम् के० राज, ईस्क अधिकारी

New Delhi, the 22nd December, 1993

S.O. 230.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No. 1 Bombay as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workmen, which was received by the Central Government on 22-12-1993.

[No. L-12012/282/86-D.IIA]
S. S. K. RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, BOMBAY

Reference No. CGIT 15 of 1987

PRESENT :

Shri Justice R. G. Sindhakar, Presiding Officer.

PARTIES :

Employers in relation to the management of Canara Bank.

AND

Their workmen.

APPEARANCES :

For the Management : Shri R. S. Pai, Advocate

For the Workmen : Shri A. V. Nigalye, Advocate

INDUSTRY : Banking

STATE : Col.

Bombay, dated the 25th day of November, 1993

AWARD

The following reference has been made by the Government of India, Ministry of Labour, New Delhi, by dated 5th May, 1987 :

"Whether the action of the management of Canara Bank in dismissing Shri Sadanand S. Dhond, Peon, Bicholim Branch, from service of the Bank is legal and justified ? If not, to what relief is the workman entitled ?"

2. Statement of claim has been filed by the workman and written statement has been filed on behalf of the management. Workman has thereafter filed rejoinder.

3. Shri Sadanand S. Dhond has been appointed as a Peon on the establishment of Canara Bank and in 1981 January, he was served a charge sheet as it was alleged while working at Bicholim Branch in the Territory of Goa, he requested M/s. Om Piasad Bamerv, a constituent of the Branch to get a cheque of Rs. 5,000 discounted in their account on his behalf, and also falsely represented that the cheque was drawn by one of his friends, which in fact was drawn by Shri Dhond on his account with Union Bank of India, Belgaum. Shri Dhond, further falsely showed that sufficient balance was in the account to meet the cheque. Later on the cheque was discounted to the said party and proceedings were credited to parties account. It was brought to the branch for discounting purpose by Shri Dhond, after discounting he put it in the tray of the CDB section for being passed to the Tappal Section, and it was not dispatched but found missing. He was charged therefore, with misusing his official position and in unauthorisedly and fraudulently removing the above cheque with a view to prevent the cheque being presented to the drawee Bank and getting it discounted by false representation. The enquiry conducted and resulted in adverse finding against Shri Dhond and Competent Authority imposed penalty of dismissal.

4. Mr. Dhond has contended that the enquiry and the consequent order of dismissal is vitiated as enquiry was only a farce and was violative of the principles of natural justice. He further stated that the Enquiry Officer was biased in favour of the employer and punishment imposed was harsh and severe. According to him leading questions were put by the Enquiry Officer who acted as Prosecutor and Judge, recorded and gave findings which are perverse and not based on record. According to him the conduct attributed to him was outside and not in the course of employment and therefore, not 'mis-conduct'. He also states that no monetary

loss was caused to the Bank. On behalf of the management it has been contended that the workman was held guilty of the charges levelled against him, that the workman admitted in presence of witnesses by giving signed statement of 18th June, 1980, the facts constituting mis-conduct. Fair and proper enquiry was conducted and fair opportunity was given to defend himself. Shri Dhond, has availed of that opportunity and principles of natural justice have been followed.

5. The workman has been dismissed from service after an Enquiry. The Enquiry Officer found him guilty of the charges levelled against him on the material that was available to him. The dismissed workman had appeared in the enquiry proceedings, participated in the same, engaged a representative to defend him who cross-examined the witnesses examined on behalf of the management and made detailed statement at the end. The management has produced the papers of enquiry and urged that it has been a fair and proper enquiry and the Enquiry Officer followed the principles of natural justice scrupulously. As against this the grievance of the workman is that the Enquiry Officer acted as a Prosecutor and Judge, was biased, that his findings are perverse and he recommended punishment. The contention on behalf of the workman is that it is therefore, vitiated. It is also contended that it was a case of private transaction between friends and therefore, not a 'mis-conduct' to be dealt with by the Bank. The punishment is also styled as harsh on behalf of the workman.

6. The contention that the documents relevant (M-1 to M-10) were not produced is raised for the first time in these proceedings before this Tribunal. From the papers of enquiry, it is seen that at no point of time the defence representative objected to the documents being referred to and produced on the ground that the copies were not supplied or that they were not being produced on record. It appears that the witnesses were cross-examined by the defence representative in spite of this. It does not appear that any prejudice is caused to the workmen on that account. In fact, the learned Advocate appearing for the Bank stated in writing that he was prepared to produce the documents about which grievance is made and yet the learned Advocate for the workman did not state that they be produced.

7. The second contention raised is that the Enquiry Officer acted as a Prosecutor and Judge. It is contended that no Presenting Officer was appointed and the Enquiry Officer himself put questions to the witnesses. This objection was raised during the enquiry and the Enquiry Officer has overruled the objection for the reasons stated by him in his order. I do not think that it was obligatory upon the part of the management to appoint a Presenting Officer and non-appointment of Presenting Officer has in any way vitiated the enquiry or caused any prejudice to the workman. The job of the Enquiry Officer is to enquire into the charges levelled against the workman and for that purpose collect material. In the process he may have to ask questions to the witnesses and get certain documents produced. That is the legitimate function of the Enquiry Officer. It appears from the enquiry papers that he has done that and nothing more. I therefore, do not find any merit in this contention either.

8. The third ground is that the enquiry officer was biased and in support, it has been contended that he had recommended punishment. About bias I do not find any material to hold that he was in fact biased. The fact that he recommended punishment will not go to show that there was any bias in the mind of the Enquiry Officer. It was for the Disciplinary Authority to accept or not to accept his recommendations both on the findings of fact and on the point of punishment. He had given opportunity to the delinquent to say anything on the point of punishment after the Enquiry Officer informed him of his findings. That was fair enough. The Disciplinary Authority considered the recommendations, agreed with them and then passed an order. 53 GI|94—7.

9. The next contention is that the findings are perverse. The Enquiry Officer has in the course of his report referred to and dealt with the evidence on each of the points and came to his own conclusion. He found on point No. 1 against the delinquent and has drawn an inference on the basis of the material before him and the probabilities. He also heard against him on the other point raised before him and I do not find how it could be said that the findings are not borne on material on record and therefore, perverse.

10. It was urged that the transaction was outside the purview of the Bank transactions and therefore, should not be taken cognisance of. In this connection the management had before it a complaint by one of its customers who was examined in the enquiry. It is true that it is asked in the enquiry that he had no complaint against Shri Dhond when he gave evidence and his answer was he had none. That was, however, the position obtaining on the date of giving evidence. But he had complained against the delinquent when he had one. In my opinion, the arguments that it was outside the purview of the Bank's business is not correct. The reliance was placed upon the decision in the case between Munjanadani Electrical and Radio Industries Ltd. and their workmen reported in 1975 I.LJ., Vol. 1, p. 391. That is on the interpretation of the words "within the premises and precincts of establishment", and it was held that they do not refer to the place where the act subversive of discipline or good behaviour is committed but where the consequences of such an act manifests itself. It has been held that an act, wherever committed, if it has the effect of subverting discipline or good behaviour within the premises or precincts of the establishment will amount to 'misconduct' under Standing Order 24(1) and did not agree that Standing Order 24(1) leaves out of its scope an act committed outside though it may result in subversion of discipline or good behaviour within the premises or precincts of the establishment.

11. The fact that some more persons were also responsible is no defence to the action taken against the delinquent Shri Dhond. Having considered therefore, grounds of challenge to the fairness and propriety of the enquiry, I find that the same are not having any merit. Award will have to be passed accordingly which I hereby do holding that the action is justified and legal.

R. G. SINDHAKAR, Presiding Officer

नई दिल्ली, 22 दिसम्बर, 1993

का. आ. 281.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक आ०क महाराष्ट्र के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनवधि में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण बम्बई के पंथपट को प्रकृति करती है जो केन्द्रीय सरकार को 22-12-93 को प्राप्त हुआ था।

[संस्था एल-12012/417/91-प्राई आर (बी-2)]

एस. प्रम. के. राव, डैस्क अधिकारी

New Delhi, the 22nd December, 1993

S.O. 281.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No. 1 Bombay as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Maharashtra and their workmen, which was received by the Central Government on 22-12-93.

[No. L-12012/417/91-IR(B-II)]

S. S. K. RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT BOMBAY

PRESENT :

Shri Justice R. G. Sindhakar
Presiding Officer

Reference No. CGIT-1-27 of 1992

PARTIES :

The Employers in relation to the Management of Bank of Maharashtra.

AND

Their Workmen

APPEARANCES :

For the Employer.—Shri Londe Officer.

For the Workmen.—Shri Vaidya Advocate.

INDUSTRY : Banking. STATE : Maharashtra.

Bombay, dated the 25th November, 1993

AWARD

The following reference has been made to this Tribunal for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947, by the Government of India, Ministry of Labour, New Delhi.

"Whether the action of the Management of Bank of Maharashtra in imposing the punishment of dismissal of service of Sh. T. S. Bedekar Sub-Staff, w.e.f. 8-12-1988 is justified. If not, what relief the concerned workman is entitled to?"

Statement of claim has been filed on behalf of the workman by the Vice President, Bank of Maharashtra Employees' Union and it has been stated therein that he is repentant for what he did. It is further stated that before the Disciplinary Authority and the Appellate Authority, the workman has stated that he had borrowed money from outsiders at high rate of interest to meet his marriage expenses. In order to clear his debts, he was tempted to commit this misconduct, and that he was unaware of the consequences of it. He pleaded that he was the only earning member of the family and he has to look after his old parents and therefore, he appealed for a lenient view.

His representative stated that the amount has been already reimbursed to the Bank and there is no financial loss incurred by the Bank. His defence representative has pleaded that Shri Bedekar is the only earning member of the family and he is very young. Finally, the plea for awarding lesser penalty other than the one of discharge from service was made.

It is also stated in his statement of claim that this Tribunal should also alter the penalty of discharge and substitute it by any other penalty short of removal from service.

It is further stated that he has undergone agony and starvation alongwith his family members from 8th December, 1988.

On behalf of the management, written statement has been filed. By the first written statement, preliminary, objection has been raised. The contention is that he has not been dismissed from the services as stated in the order of reference. He has been discharged from service and therefore, the present reference is misconceived and not required to be answered, because there is no dismissal. Several other contentions have been raised by another written statement filed on 16-6-1993. It has been stated therein that Shri Bedekar, Ex-Sub-Staff, while working at Nepean Sea Road Branch had opened an account bearing number 19413 in the name of Shri Anup M. Shah with the Apna Sabkari Bank, Parel Branch, on 24-2-1987. He stole one cheque leaf from the cheque book at Nepean Sea Road Branch, and deposited the same in the Saving Bank account of Shri Anup M. Shah. The cheque was for Rs. 5,500. He attended the clearing work on 26 and 27th of February, 1987 as the cheque deposited in the account of Shri Shah

was to be received at Nepean Sea Road Branch either on 26th or on 27th February, 1987. Shri Bedekar attended the clearing work on 26th February 1987 and received the cheque at the clearing. He however, destroyed the cheque and in order to conceal his act of misconduct, he also altered the clearing patti of that date to that effect. It has been further stated that he had stolen one cheque from the cheque book of one of the customers of the Branch, namely M/s. Canon Silk Mills and deposited the same in the account of Shri Shah for Rs. 6,500, and thus, misappropriated the funds of the Bank. It is stated that he was served with a charge-sheet and the charges were held proved as admitted. Punishment for each charge levelled against him and proved was imposed by the Disciplinary Authority by order dated 8-12-1988. One of the penalties proposed amongst these was of discharge from the service of the Bank with effect from 8-12-1988. Shri Bedekar was, therefore, discharged after he was given a personal hearing, in which he confessed that he had committed the act of misconduct in order to repay the borrowings. The Appellate Authority confirmed the order of penalty. It is submitted that the Bank runs on faith and integrity of the employees, and the Bank is a custodian and trustee of the money deposited by the customers. The present bank, namely, the Bank of Maharashtra is a Nationalised Bank and is expected to be a Model Banker. Banking is a sensitive field, and the conduct of the employees such as the one noticed in the present case cannot be condoned. Therefore, the management was right in imposing the penalty of discharge from service of the Bank. However, the Bank passed the order of discharge from service, though the punishment of dismissal could have been justified in view of the severe misconduct. The prayer is, that, is justification for the penalty imposed and in the circumstances, there reference should be accordingly answered.

The only point that has been raised in the statement of claim is with regard to the severity of the penalty. It is urged that in the circumstances, in which Shri Bedekar was placed, he committed the 'Mis-conduct' and for which he is repenting. It is further submitted that he has admitted all the charges levelled against him. The submission therefore, is, that this Tribunal should direct the Management to impose some lesser penalty other than the one of dismissal or discharge. There is no justification in getting the penalty altered or reduced to any other penalty in the light of the facts and circumstances of this case. I have already set out the admitted facts of this case, and therefore, hold that the action of the management of Bank of Maharashtra in imposing the penalty of discharge from service on Shri Bedekar is just and proper, and the workman is not entitled to any relief.

Award accordingly, with no order as to costs.

R. G. SINDHAKAR, Presiding Officer

नई दिल्ली, 29 दिसम्बर, 1993

का. आ. 282.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के प्रत्युत्तर में केन्द्रीय सरकार, पंजाब एवं चिथ बैंक के प्रबन्धसंचार के संबंध, नियोजकों और उनके कर्मकारों के विच, अनुबंध में निर्विष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण, चण्डीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-12-93 को प्राप्त हुआ था।

[संख्या एल-12012/118/91-आई आर (बी-2)]

एस. एस. के. गढ़, इम्प्रेस अधिकारी

New Delhi, the 29th December, 1993

S.O. 282.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal Chandigarh as shown in the Annexure

in the Industrial Dispute between the employers in relation to the management of Punjab & Sind Bank and their workmen, which was received by the Central Government on 28-12-93.

[No. L-12012/118/91-IR(B-II)]

S. S. K. RAO, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 112/91

Hardeep Singh. Vs. Punjab & Sind Bank.

For the workman.—None.

For the management.—Shri Kanwaljit Singh.

AWARD

Central Govt. vide gazette notification no. L-12012/118/91-IR.B. II dated 28-8-91 issued U/S 10(1)(d) of I.D. Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the demand of Punjab and Sind Bank Staff Organisation that Shri Hardeep Singh, Cashier Kot Basawa Singh branch of Punjab and Sind Bank is entitled to receive special allowance of Head Cashier Category C till his appointment to a higher post nor a post with similar allowance is justified ? If so what relief the workman is entitled to ?"

2. Case of the petitioner in the statement of claim that he is permanent employee of the Bank and being the award staff member his service conditions are governed by award Bipartite Settlement. He on transfer joined Kot Barawa Singh branch on 6-12-1987. He was assigned the duties of Head Cashier category 'C' in the said branch. He performed the said duties from 6-12-1987 to February 1991. During the said period he did not seek desire for the change of his cadre designated entrusted to him. He claims that there is an agreement between the Union and the bank where in it has been agreed "In case, there is no eligible branch/office for his posting, he will continue to be allowed to work as head cashier category 'C'. At the same branch till he is promoted to next higher cadre or he gets higher equivalent allowance, but no other head cashier category 'C' will be posted at that branch in future unless and until it again falls within the eligible category for posting of such cashiers". Action of the management for posting of one Shri Surjit Singh as head cashier category 'C' in his place is in violation of said instructions/circulars/awards and settlements. The management can not do so in view of the said agreement and has sought directions of this Court not to post said Surjit Singh as head cashier category 'C' at Kot Basawa Singh Branch and he should be allowed to continue alongwith payment of arrears of special allowance will all consequential benefits w.e.f. February 1991.

3. The management in their written statement has taken the preliminary objection that there is no industrial dispute and statement of claim having not properly verified deserved to be rejected. On merits the plea of the management that the petitioner had never performed the duties of Head Cashier category 'C' as provided in Schedule III (Special Allowance Duty) of IVth Bipartite Settlement. Further plea of the management that the petitioner had not attached any such agreement and therefore, contents of the said agreement are denied. It is the prerogative of the management to post their staff anywhere. The petitioner is transferred as per the policy laid down. The transfer of the petitioner is neither any change in the service condition nor the workman has any right to be posted at a particular station. Further plea of the management that there is no violation of any provisions of agreement/Bipartite Settlement and sought the dismissal of this reference.

4. The petitioner despite numerous registered notices did not put up appearance. Therefore, vide order dated 26-8-1993 the management was asked to lead the evidence.

5. The management produced MWI Nath Singh Officer of Punjab & Sind Bank in evidence.

6. I have heard counsel for the management and gone through the available evidence on the record.

7. It is evident from the evidence of the management's witness that no employee has a right to claim the special allowance and it vests with the discretion of the management to assign the work to any employee for which the special allowance attached. The petitioner stated to have performed the duties of head cashier category 'C' only by virtue of transfer of one Haribhan Singh. The said assignment was purely temporary. He has been duly paid the special allowance for the period he had worked as head cashier category 'C'. The management has denied of any settlement between the Union and the management as averred by the petitioner in his statement of claim. The petitioner has also not annexed the copy of any such agreement alongwith the statement of claim. He has also not produced any record alongwith his statement claim or any circular or provision on the basis of which he could claim the special allowance in preference to said Surjit Singh who had been posted in the basis of which he could claim the special allowance in preference to said Surjit Singh who had been posted in the said branch as head cashier category 'C'.

8. In view of the discussion made in the earlier paras, the petitioner has failed to substantiate his claim and he is not entitled to any such special allowance. Reference is dismissed and returned to the Ministry.

Chandigarh.

7-12-1993.

ARVIND KUMAR, Presiding Officer

New Delhi, the 29th December, 1993

नई दिल्ली, 29 दिसम्बर, 1993

का. आ. 283—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) शीधारा 17 के प्रत्यासरण में, केन्द्रीय सरकार, पंजाब एंड सिन्ध बैंक के प्रबंधतात्र के संबंध नियोजकों को और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण, चण्डीगढ़ के पंचपट वाले प्रकाशित करना है जो केन्द्रीय सरकार को 28-12-93 को प्राप्त हुआ था।

[संख्या एन-12012/665/89-डी-2 (ए)]

एम. एम. के. राव, डैस्ट्रिक्ट अधिकारी

New Delhi, the 29th December, 1993

S.O. 283.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab & Sind Bank and their workmen, which was received by the Central Government on 28-12-93.

[No. L-12012/665/89-DIIA]

S. S. K. RAO, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 61/90

Ial Chand Yadav Vs Punjab & Sind Bank.

For the workman.—None.

For the management.—Shri Kanwaljit Singh.

AWARD

Central Govt. vide Gazette notification no. L-12012/665/89-D.IIA. dated 24-4-90 issued U/S 10(1)(d) of I.D. Act 1947 referred the following dispute to this Tribunal for adjudication :

Whether the action of the management of Punjab & Sind Bank in terminating the services of Shri Lal Chand Yadav is justified? If not, what relief the workman concerned is entitled to?

2. Case of the petitioner in the statement of claim that there existed permanent vacancy at N.I.T. Faridabad branch of Punjab & Sind Bank. He was appointed on the post of peon on 9-3-1983. No appointment letter was given. He continued in the service up to 2-8-1984 although his appointment was for indefinite period. The management did not serve him any due notice for his termination or retrenchment compensation in lieu of termination as required in terms of para 522 and para 524 of Sastri Award. He has further averred that during the period of service he performed his duties diligently and to the entire satisfaction of the bank. He alleged that his termination is in violation of para 495, 522 and 524 of the Sastri Award and para 2.7 and 2.8 of Bipartite Settlement and in violation of Section 25-G and 25-H of the Industrial Disputes Act. He has a large family to support and has thus sought reinstatement with back wages with all consequential benefits.

3. The preliminary objection in the written statement is that the petitioner was engaged on temporary basis against leave arrangements and he never completed service of more than 240 days in a year. No provisions of Industrial Disputes Act and Sastri Award is attracted. It is not a case of retrenchment nor of termination or of any violation of law. On merits the plea of the management the petitioner was never appointed against regular permanent vacancy. His appointment was on temporary basis against leave arrangement. He had worked only for little days during his tenure. He was paid for the days he used to work. It was denied that his appointment was for a indefinite period. The petitioner also not entitled for any retrenchment compensation having it is not a case of termination, and has sought the dismissal of this reference.

4. Replication was also filed reasserting the same facts as claimed in the statement of claim.

5. The petitioner despite registered notices did not put up appearance. Vide order dated 18-5-1993 the management was asked to lead the evidence. The management produced MWI Nath Singh Officer of Punjab & Sind Bank in evidence.

6. I have heard both the parties and gone through the available evidence.

7. The petitioner has miserably failed to substantiate his claim. As per evidence available on the record that he was appointed against a permanent vacancy. He has also failed to establish that his appointment was for indefinite period. His tenure of service with the respct. management is only from 9-3-1983 to 2-8-1984. However during the said period the petitioner had worked only intermittently. The petitioner alongwith his statement of claim has annexed the chart showing the number of days put in by the petitioner. It is evident that in preceding 12 calendar months to the date of alleged termination i.e. 2-8-1984 the petitioner has not completed 240 days. After perusing the said chart it is again evident that in number of months in the year 1984, April, February and January he did not work at all. Similarly in the year 1983 he did not work at all in the months of December, November and October and he only put in 17 days in common month of September 1983. The petitioner having not completed the stipulated one year continuous service as defined in Section 25-B of the Industrial Disputes Act 1947 does not qualify himself under the protection of Section 25-F of the Industrial Disputes Act 1947 and obviously it was not mandatory for the management to have served a notice or to have pay wages in lieu of notice and retrenchment compensation to the petitioner. Therefore, the management has not contravened any provisions of Industrial Disputes Act 1947 and of the Bipartite Settlement.

8. The petitioner further alleged the violation of Section 25-H of the Industrial Disputes Act 1947. The same is again meritless. He has not shown that who has been appointed against that very post which he was working and when the said appointment had taken place. In relation to the violation of Section 25-G he has not alleged the name of any juniors retained. Therefore, the petitioner has failed to

establish any violation of Section 25-G and 25-H of the Industrial Disputes Act 1947.

9. Hence nothing survive in the proceedings initiated by the petitioner. He is not entitled to any relief whatsoever. The reference is dismissed and returned to the Ministry.

Chandigarh.
8-12-1993.

ARVIND KUMAR, Presiding Officer

नई दिल्ली, 29 दिसम्बर, 1993

का. आ. 284 :—आंदोलिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार सिर्फ़िकेट बैंक से संबद्ध। नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट आंदोलिक विवाद में केन्द्रीय सरकार आंदोलिक अधिकारण, चप्डोग़ के पंचपट को प्रकाशित करता है, जो केन्द्रीय सरकार को 28-12-93 को प्राप्त हुआ था।

[संध्या एल-12011/26ए/ 90-आई आर (बो-2)]

एस. एस. के. राव, डैस्क अधिकारी

New Delhi, the 29th December, 1993

S.O. 284.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Syndicate Bank and their workmen, which was received by the Central Government on 28-12-93.

[No. L-12011/26-A/90-I.R. (B-II)]
S. S. K. RAO, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, CHANDIGARH

Case No. I. D. 131/90

Workmen Vs. Syndicate Bank

For the workman—Shri S. C. Lamba.

For the management—Shri Gopal Mahajan.

AWARD

Central Government vide Gazette Notification No. L-12011/26-A/90-I.R. (B-II) dated 25-9-90 issued U/S 10(1)(d) of I. D. Act 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the Management of Syndicate Bank in issuing circular No. 305/89/BC/PD/66/IRD dated 30-9-89 constitutes a change in the service conditions of its employees of the Bank are entitled to and from what date?"

2. Brief facts as enumerated in the statement of claim urged by the Union that vide banks circular dated 24-10-1969 in relation to the joining time on transfer it was held that joining time may be allowed to a married employee up to six days and for an unmarried employee up to three days exclusive of the number of days spent on travelling. The said circular was the only circular issued by the respondent bank in the matter of joining time to the workmen staff and it is applicable to all types of transfer without having any discrimination between the officers and workmen staff and between administrative transfer and request transfers. However the respdt. management vide their circular dated 30-9-1989 it held that if the transfer from one station or city or town to another station is at the request of the employee, joining time of one day (inclusive of a holiday or Sunday) shall be admissible irrespective of his/her marital status. The Union has urged that reduction of joining time

from six days to one day amounts to change in service conditions and the bank was required to give notice U/S 9-A or the I. D. Act 1947 before effecting the said change. The management had not given any required notice U/S 9-A or the I. D. Act 1947. The Union took up the matter with the management for the withdrawal of the circular dated 30-9-1989 but no effect which necessitated to raise this industrial dispute. The Union has thus sought that the circular dated 30-9-1989 be declared as illegal and void.

3. The management has taken a number of preliminary objections. Their stand is that the circular dated 30-9-1989 is only in clarification to the earlier circular dated 24-10-1969 as to meet all the exigencies of service having circular dated 24-10-1969 did not meet the situation in relation to teh "joining time on transfer on request". Further objection of the management that the issue in reference is not amount to change in the condition in service as specified in the 4th schedule. It has also been pointed out that in absence of any clear cut policy or guidelines normally one day joining time is given in case of transfer on request. On merits the plea of the management that the circular dated 24-10-1969 does not spell out and meet the exigency on transfer on request, it only deals with the transfer on administrative grounds. It was denied that the management has reduced the joining time from six days to one day in case of transfer on request of the employees. Further plea of the management that circular dated 30-9-1989 does not constitute any change in the conditions of service and thus no notice under section 9-A was required to be given and has sought the dismissal of this reference.

4. In replication the workers Union has referred an award passed by this Court in I. D. 86/87 I. P. Manchanda Vs, The management and reiterated the facts mentioned in the claim statement

5. The Union produced WW-1 S. C. Lamba State Secretary. He filed his affidavit Ex. W-1. He also relied on the documents Ex. W-2 to W-6. The management has not led any evidence.

6. I have heard both the parties, gone through the evidence and record.

7. Representative appearing on behalf of the Union has pointed out that circular dated 30-9-1989 reducing number of days from six days to one day in relation to joining time when the transfer is made the request of the employee is tantamount to change in condition of service and in contravention of Sastri award and Bipartite settlement. On the contrary the plea of the management is that the subsequent circular dated 30-9-1989 is only in clarification to the earlier circular dated 24-10-1969. There is no merit in the contention raised by the management. It is worthwhile to reproduce para 12-A of bank's circular No. 270/69/BC/STF/ 32 dated 24-10-1969 which reads as under :

"(a)Joining time may be allowed to a married employee upto 6 days and for an unmarried employee up to 3 days exclusive of the number of days spent on travelling."

The subsequent circular No. 305/89/BC/PD/66]IRD dated 30-9-1989 is also reproduced as under :

"If the transfer from one station or city to town to another station or city or town is at the request of the employee, joining time of one day (inclusive of a holiday or Sunday) shall be admissible irrespective of his/her marital status."

8. There is no dispute to the proposition of law that service condition of award staff employees of the bank are covered by the provisions of Sastri Award and as well as of Bipartite Settlement. Vide circular dated 24-10-1969 there is no distinction with regard to the giving or otherwise. Respdt. management had allowed their employees six days joining time irrespective of the fact whether transfer is on request or by the management on account of administrative exigencies. This probably was being done in relation to the directions contained in the Sastri Award. In para 551 of the said Award wherin it has been stated that joining time which shall be allowed to an employee shall not be exceeded to six days exclusive of number of days spent on travelling. The said award also observed in subsequent para No. 552 that the bank should interpret the said direc-

tions liberally so that they may cover even other case which has not been possible for us to consider.

Obviously it is in that spirit, the circular dated 24-10-1969 was issued. The opening para of the said circular also stipulates that the

rules regarding transfer allowance and joining time for the workmen staff of our bank, that is for the clerical and subordinate staff, are ressued in this circular. This is in supersession of all the previous circulars in the matter"

It is clear that the same is a consolidated circular and was only circular issued by the respondent bank in the matter of joining time and as such, it is applicable to all the types of transfer effected by the bank viz. administrative transfers, and request transfers and mutual transfers. Had the union of the management at the time of issue of circular in the year 1969 was not to sanction any joining time or one day joining time in case of transfer on the request of the employee, they could incorporate the same in para 12 relating to the joining time on transfer. The management has failed to explain what has existed now which prompted them to change this by virtue of circular dated 30-9-1989 when the employees of the respondent bank had been availing six days joining time for more than Two decades upon directions contained the Sastri Award and by virtue of the circular dated 24-10-1969 which is self contained.

9. The matter does not rest here. Para 20 : 17 of the 1st Bipartite Settlement dated 19-10-1966 deals with transfer on request which reads as under :

"20 : 17

Any requests by an employee for transfer on compassionate grounds will be considered sympathetically subject to exigencies and requirements of the bank. but such request will not be rejected only on the ground that he will have to be paid emoluments of higher areas."

After perusing the same it is clearly establishes that even if the transfer is effected on the request by any employee the shall take effect subject to exigencies and the requirements of the bank. In this situation it makes no difference whether the transfer is effected at the request of an employees or made on account of administrative exigencies by the management because in both the situations the requirement of exigency does exist. Therefore, if the transfr is effective at the request of an employee subject to the exigencies and requirements of the bank he will have to be treated at par with an employee who has been transferred by the management on account of administrative exigencies and therefore would be entitled to the same joining time which employee gets on account of transfer on administrative exigencies i.e. six days.

10. As said above the employees had been getting six days joining time for more than Two decades. The provisions of fourth Schedule stipulates that no such change can be brought about in respect of any matter specified in the fourth Schedule. The Fourth Schedule has been promulgated under Section 9-A of the Industrial Disputes Act. The Heading of the Fourth Schedule is conditions of service for change of which notice is to be given. The relevant condition in the Fourth Schedule is Condition No. 8 which reads as under :

"With drawal of any customary concession or privilege or change in usage"

It is therfore, clear that any withdrawal of any cusomery concession or privilege or change in usage is deemed to be a condition of service which can not be changed except on a notice given to the person who are likely to be effected by the said change. In other words withdrawal of any customary right or privilege which is based upon an usage constitutes as a condition of service enumerated in Schedule Fourth. Therefore if a regular practice has been in existence it falls within the category of custom or usage which has been referred to condition No. 8 in the Fourth Schedule. The respondent bank has undoubtedly granted concession in relation to 6 days joining time to their employees by virtue of circular dated 24-10-1969. The said concession is now sought to be withdrawn by the subsequent circular dated 30-9-1989 and the said withdrawal of concession therefore.

could only be on a notice to be given according to the requirement laid down in Section 9-A of the Industrial Disputes Act 1947 and Fourth Schedule.

11. The management admittedly not issue any notice before effecting withdrawal of concession granted earlier by the bank. Therefore, circular dated 30-9-1989 is violative of provisions of Section 9-A of the Industrial Disputes Act 1947 and condition No. 8 of the Fourth Schedule and thus constitute a change of service of its employee apart from being contravention of well organised principle of natural justice, Sastri Award and Bipartite Settlement. Thus the same is set aside. The employees of the repdt. bank are entitled to the availment of six days joining time as permissible in para 12 of the banks Circular dated 20-10-1969 irrespective of the fact that transfer is on request or otherwise.

12. The reference is answered accordingly.

Chandigarh,

Dated : 8-12-1993.

ARVIND KUMAR, Presiding Officer

नई दिल्ली, 29 दिसम्बर, 1993

का. आ. 285.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, मद्रास के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-12-93 को प्राप्त हुआ था।

[संख्या एल-12012/38/85-डी. II (ए)]

एस. एस. के. राव, डैस्क्रिप्टिव अधिकारी

New Delhi, the 29th December, 1993

S.O. 285.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Madras as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on 28-12-1993.

[No. L-12012/38/85-D.II (A)]
S. S. K. RAO, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, TAMILNADU MADRAS

Thursday, the 26th day of August, 1993

PRESENT :

Thiru K. Sampath Kumaran, B.A.B.L., Industrial Tribunal.

Industrial Dispute No. 83/1985

[In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the Workmen and the Management of State Bank of India, Trivandrum].

BETWEEN

The Workmen represented by
Shri A. P. Gopalakrishnan,
Deputy General Secretary,
(H.Q.) State Bank's Staff Union,

(Madras Circle, P.B. No. 5072,
Anandavilasam Palace, South St.,
Fort Trivandrum-695023.

AND

The Chief Regional Manager,
State Bank of India,
Regional Office,
Post Box No. 5004,
Trivandrum-695023.

REFERENCE :

Order No. L-12012/38/85-D.II (A), dated 21-11-85,
Ministry of Labour, Government of India, New Delhi.

This dispute coming on for final hearing on Thursday, the 15th day of July, 1993 upon perusing the reference claim and counter statements and all other material papers on record and upon hearing the arguments of Thiru R. Arumugham for Thiradargal Aiyar and Dolia, Advocates appearing for the Workmen and of Thiru T. S. Gopalan, Advocate appearing for the Management and this dispute having stood over till this day for consideration, this Tribunal made the following.

AWARD

This reference has been made for the adjudication of the following issue :

"Whether the action of the Management of State Bank of India, Trivandrum in dismissing from their service Shri P Achuthankutty, Messenger, State Bank of India, Ottapalam Branch with effect from 9-10-84 is justified ? If not, to what relief is the workman concerned entitled to and from what date ?"

2. The Petitioner-Workman filed the following Claim Statement.—The petitioner-workman was employed as a messenger in the respondent-Bank and has put in more than 19 years of unblemished service. He worked as a messenger in Baikenthpur branch from 1966 onwards. When he has transferred from Baikenthpur branch (Madhya Pradesh) to Kannatty branch, Kalpetta North in June 1977, he entrusted his house-hold articles to his friend at Baikenthpur as he was busy with other works and had to leave to join the new branch in time. His friend who had connections with New Haryana Transport Company, sent his house hold articles through a private lorry. He paid the amount to him, and in turn the said friend sent a New Haryana Transport Company Bill bearing No. 289/77/78 dated 10-6-77 and the money receipt for Rs. 550. He availed Rs. 650 as T.A. Advance at the time of transfer, submitted a Travelling allowance bill for Rs. 690.70 on 30-6-77. The respondent kept it pending nearly for 6 years. By a memo No. Dis/Con/189 dated 22-3-1983, the respondent alleged that he had not transported his house hold articles from Baikenthpur to Palghat through M/s. New Haryana Transport Company and that the bill for Rs. 550 is not genuine. The petitioner submitted his explanation on 24-5-83 stating the facts that the transportation charges had been paid to his friend and the expenditure incurred by him is genuine. The respondent issued a charge sheet on 16-7-83 alleging that the act of the workman amounts to gross misconduct under paragraph 52(4) J of Sastri Award read with paragraph 18.25 of Desai Award. The petitioner submitted his explanation on 19-8-93. To victimise the petitioner, the respondent conducted an enquiry, which was not in accordance with principles of natural justice. No witness was examined in his presence. Copies of documents produced before the Enquiry Officer were not given to him, and he was not allowed to peruse them. The whole enquiry was not fair and proper. The Enquiry Officer acted in a partial manner and gave a perverse finding holding that the charges are proved. The respondent issued a Show Cause Notice dated 22-6-84 on the proposed punishment. The petitioner submitted his explanation on 21-7-84. The respondent issued the dismissal order on 26-7-84. The appeal filed by the petitioner was dismissed on 9-10-84. The Enquiry Officer failed to consider that the Travelling Allowance bill was submitted in the year 1977, and after 6 years the workman was asked to explain. Thus the inordinate delay caused material prejudice to him and the same vitiate the enquiry and the punishment. The petitioner was innocent and the allegation that he produced a supurious bill is wrong. The innocent employees entrusted the transportation of the house

hold articles through a private lorry and it is that intermediary who has forwarded the so called transportation receipt to the workman, and the factual position remains that the expenditure is genuine. The amount was also not sanctioned. The advance availed of by the petitioner was subsequently repaid. The workman had claimed only the transportation charges and it is not a misconduct.

3. The workman is an active member of the petitioner-Union and participated in all agitations, meetings and proceedings initiated against the respondent. Therefore, he was victimised. The past record of service of the petitioner is unblemished. His past record of service was not taken into account while awarding the punishment. The order of dismissal is disproportionate to the charges. This Tribunal has ample powers to interfere with the quantum of punishment and award any lesser punishment. Therefore, this Tribunal may pass an award holding that the order of dismissal is not justified, and direct the respondent to reinstate the workman with continuity of service, full back wages and other attendant benefits.

4. The Respondent filed the following Counter.—The workman (hereinafter referred to as petitioner) was transferred from Baikanthpur Branch to Kainatty ADB in June 1997. In connection with his transfer, he submitted a travelling allowance bill dated 30-6-77 claiming Rs. 679 of which Rs. 550 was claimed as charges for transporting house hold articles. In support of his claim for charges for transporting house hold articles, he produced a bill purported to have been issued by Haryana Transport Co. numbered as 284/77-78 dated 10-6-77. His claim was duly settled. In 1979 the respondent came to know that the bill produced by the petitioner was not genuine. Thereafter the bank directed an investigation into the matter. On investigation it transpired that New Haryana Transport Co. had not transported any material from Swarajpur to Palghat as claimed by the petitioner. The said firm informed the respondent that if there was any bill about such transportation by the carrier, it was a false bill. They informed that whenever they undertake any transhipment of any consignment, they would make a consignment note and the consignees take delivery of the material at the destination only by producing the consignment note. In the instant case, there was no consignment. On the basis of the information gathered, the respondent issued a memo dated 23-3-83 to the petitioner calling for his explanation, and the petitioner gave his reply dated 24-5-83 stating that at the time of his transfer from Baikanthpur, he entrusted the transportation of the house-hold articles through his friend, who in turn arranged transportation through some private lorry, that after receipt of the house-hold articles he wanted a receipt to claim the eligible transportation charges, that he wrote to his friend for the lorry receipt, that his friend forwarded to him a lorry receipt from New Haryana Transport Company, that his friend informed him that it would not be possible to get lorry receipt from the private lorry, through which the actual transportation was arranged that it may not his intention to produce a false bill, but, his friend could only forward the receipt from New Haryana Transport Co., and that in fact the transportation charges were paid by his friend, and the expenditure was genuine.

5. The charge sheet dated 16-7-83 was issued to the petitioner alleging that New Haryana Transport Co. did not undertake the transport of his house hold articles and that the bill produced by him was spurious and was produced just to claim the amount from the bank. The petitioner gave further explanation dated 19-8-83 reiterating his stand and denying the allegation. A domestic enquiry was held. The petitioner produced a money receipt purported to have been issued by New Haryana Transport Co., that a sum of Rs. 550 was received from the workmen for transporting his house-hold articles from Swarajpur to Palghat (vide Bill No. 281/77-78 dated 10-6-77). In the domestic enquiry, the travelling allowance bill submitted by the petitioner was marked, and he had produced the railway receipt for second class ticket purchased by him for Rs. 74.70. The bill of the New Haryana Transport Co. produced by the workman is dated 10-6-77. The petitioner had left Baikanthpur on 12-6-77. So, the goods should have been transported before he left Baikanthpur. Subsequently, the concerned workman had also repaid Rs. 550. The Disciplinary Authority by its memo dated 22-6-84 pronounced the punishment of dismissal from service and the petitioner was asked to appear for a personal hearing on 10-7-84. After considering his representations the disciplinary authority passed orders on 26-7-84 imposing the punishment of dismissal, which is justified. It

is not admitted that the transportation of the personal effects was done through a friend, that he paid the transportation charges to the friend, and that it was his friend who sent the bill of the New Haryana Transport Co. and the money receipt. The charges were framed on the basis of the documentary evidence and the admissions made by the concerned workman. Hence, there was no need for examining any witness. The material against the petitioner was put to him, and he was given an opportunity to defend. The enquiry cannot be considered to be vitiated. The travelling allowance bill of the workman came to light only in November 1979, and the same had to be investigated. This process accounts for the time lag between the incident and the issue of the charge sheet. At no time the petitioner expressed any difficulty in answering the allegation, nor did the time lag cause any prejudice to him. Admittedly the petitioner produced a false receipt knowing it to be false, and claimed reimbursement from the Bank. In the light of his admission, the punishment is just and proper. The fact that he repaid the amount would not mitigate the offence. The petitioner did not incur the expenditure as claimed. The respondent has no knowledge of petitioner's involvement in the Union activity, and the disciplinary action against him was not by way of victimisation. In case of misconduct, it has a bearing on integrity of the employee. The respondent views misconduct very seriously and irrespective of the past record, of service, the respondent awards punishment of dismissal in such cases. The credibility of the workman having been lost the punishment is just and proper. It is neither excessive nor disproportionate to the misconduct proved against him. There is no scope to interfere with the order of dismissal. An award may be passed dismissing the claim of the petitioner.

6. The points that arises for consideration in this Industrial Dispute are as follows :

1. Whether the workman herein transported his personal effects from his place of posting at Madhya Pradesh to Kerala, on his transfer to Kerala ?
2. Whether the lorry bill for transport of the house hold articles of the workman, and the receipt of the payment of Rs. 550 are genuine ?
3. Whether the workman is guilty of misconduct ?
4. Whether there has been a fair and proper enquiry against the workman ?
5. Whether there is any ground for interfering with the order of dismissal passed against the workman ?

7. Discussions 1 to 5 :

The workman (referred to as the petitioner), a messenger in the respondent-bank, was working in the Madhya Pradesh State and was transferred to Kerala. On his transfer, he availed a travelling allowance advance of Rs. 650 and thereafter preferred a travelling allowance claim for Rs. 679. He presented the travelling allowance bill accordingly, a copy of which has been marked as Ex. M-1. He had also produced a lorry bill (No. 289/77-78) of New Haryana Transport Company dated 10-6-77 (Exhibit M-2) and also a receipt for a sum of Rs. 550 (Original of Ex. M-3). The respondent-bank contends that on investigation it was found that the petitioner had not transported the goods from Madhya Pradesh to Kerala on his transfer, but had produced a bogus bill and a receipt as if he had spent Rs. 550 for transporting his personal effects from Madhya Pradesh to Kerala. Accordingly, a memo was first issued on 22-3-83 and then a charge was framed against the petitioner (Ex. M-9) dated 16-7-83. The petitioner gave his explanation (Ex. M-11) on 19-8-83. The respondent conducted a domestic enquiry, and the Enquiry Officer found that he was guilty. The enquiry proceedings have been marked as Ex. M-14. The finding of the Enquiry Officer has been marked as Ex. M-15. The respondent bank then issued the Second Show Cause Notice under Exhibit M-17 dated 22-6-84 informing that it has been decided to dismiss him. He was also given a personal hearing. The petitioner filed his written submissions, and ultimately the petitioner was dismissed under Ex. M-20 on 26-7-84.

8. The petitioner contends that the enquiry was not fair and proper, and that the charge against him is also not true. According to him on his transfer from Madhya Pradesh to Kerala he entrusted the work of transporting his personal effects from Madhya Pradesh to Kerala to a friend, and the

said friend arranged for the transport of the goods and had also received the money from him (Petitioner) towards the transportation charges. The petitioner contends that when he wanted the bill and the receipt for the payment of the transportation charges, the said friend had sent the bill and the receipt from a transport company called New Haryana Transport Company. The petitioner contends that he had actually spent the money for the transportation of the goods and therefore, even if the lorry bill and the receipt are not true, he cannot be held guilty.

9. Even in the claim statement the petitioner had stated that he had entrusted the transportation of his house hold articles to his friend through a private lorry, and it is this intermediary who had forwarded the so called transportation receipt to him (petitioner). At the time of the enquiry, the bank produced the bill (Ex. E-2) and the receipt (Ex. M-3) alleged to have been issued by New Haryana Transport Company. Apart from that, the respondent bank contends that they ascertained from the New Haryana Transport Company that they had not transported the goods of the petitioner from Madhya Pradesh to Kerala and that if there is any bill, the same must be false. At the time of the enquiry, bank had also produced the letter from New Haryana Transport Company dated 19-11-79 (Ex. M-4) making such statements. The Management went from marking the documents did not examine any witness. The petitioner had given a written statement at the time of the domestic enquiry which has been marked as Ex. M-16. In that statement, the petitioner had stated that he had transported his household articles through a return private lorry through a private friend who had connections with the New Haryana Transport Company, that he had paid the amount, that the friend had sent the lorry bill, and the money receipt which have been introduced as prosecution documents. He had also stated that the actual transportation was done through a private lorry and probably for the reason that such private lorry people will not be in a position to issue money receipt, his friend, to satisfy the requirements for claiming the actual expenditure, might have forwarded the New Haryana Transport Company's bill when demanded by the petitioner to claim the actual expenditure from the bank. Apart from giving his statement, when the petitioner was asked by the Enquiry Officer whether he has anything to say and whether he is going to produce any witness, the petitioner had replied in negative. When the prosecuting officer put questions to the petitioner during the domestic enquiry, he replied that he had made his submissions and he had nothing more to say. The Prosecuting Officer asked him as to when he had transported his household articles, what were the articles transported, and how many packets were there, when and where he took delivery of the articles so transported. For these questions the petitioner did not give any reply at all. He was also questioned as to whether he did not leave Baikanthpur only on 12-6-77, whereas the articles were transported on 10-6-77. For this also he did not give any reply. The petitioner simply stated that he had given his submissions and he has nothing to say, and that he will not even sign the enquiry proceedings.

10. In reply to the Show Cause Notice, the petitioner has given reply Ex. M-11 wherein also he has stated that there was no malafide intention on his part to claim the transportation charges for his house hold articles, as the same were really transported through a private return lorry by a friend of him, and that the transportation charges for his household articles have been paid by him to his friend before his departure from Baikanthpur. The following portion in Ex. M-11 is note-worthy.

"But when I wrote to him for a receipt for the transportation to enable me to claim the amount already paid to my friend, he in turn forwarded to me the lorry receipt from New Haryana Transport Company with which I claimed the amount from the Bank.

Sir, I therefore, reiterate that, the expenditure is genuine as explained above, except having transported through a return private lorry that my friend, with whom all arrangements have been made, had forwarded to me a lorry receipt of New Haryana Transport Company without my knowledge."

In the written submission made by the petitioner to the Disciplinary Authority (Ex. M-19) the petitioner has stated as follows :

"Sir Once again stress the transportation of my house articles was entrusted through a friend at Baikanth-

pur who has connection with the New Haryana Transport Company. The same friend used to arrange similar transportation to other staff members also and I also therefore entrusted the transportation of my house hold articles to him. It was packed suitably for transportation from my house and the said friend had taken the packed articles himself to the transporting centre at Baikanthpur and thereafter the household articles was taken delivery by me from Palghat. At the time of taking the packed household articles from my residence by the person to whom I have entrusted the transportation as above I had told him the requirement of transportation receipt when I paid the transportation charge of Rs. 550. He then informed me that the relative receipt will be sent to my house address and accordingly I had given my house address also to him. Thus he forwarded to me by post the New Haryana Transport Company receipt which I submitted alongwith my T.A. bill. I am quite unaware as to through whom and how the above said person has obtained the lorry receipt. Whereas the fact remains true that my household articles were transported and the transportation charges of Rs. 550 had been incurred by me."

11. Thus, we find that the petitioner has been throughout stating that he had arranged for the transportation of his goods through a "friend" and that he had paid money to the said "friend" but, the petitioner does not disclose who that "friend" is nor does he examine the said friend as witness. In exhibit M-19, he says the goods were packed and entrusted to his friend, and that his friend took them for transportation, and that he received the goods at Palghat. The travelling allowance bill (Ex. M-1) submitted by the petitioner herein shows that he left Baikanthpur on 12-6-77 only whereas the goods are alleged to have been booked for transportation on 10-6-77 itself. If that were so, there was time enough for him to have obtained the lorry receipt and also the receipt for the payment of money at Baikanthpur itself. But, the petitioner does not say that he had received them before his departure from Madhya Pradesh. The alleged "friend" remains undisclosed till day. So, the contention that there was a friend who undertook the transportation of the goods, received money from the petitioner but had sent the bill and receipt from the New Haryana Transport Company is obviously not true. The petitioner himself must have obtained them and though, he tries to introduce an undisclosed friend he has not succeeded in establishing that the bill Ex. M-2 and the receipt Ex. M-3 were obtained through the said undisclosed friend. The reason for the petitioner trying to introduce an intermediary is obvious. The New Haryana Transport Company has denied that it had transported any goods, and had even stated that if there is any bill, that is false. This is seen from Ex. M-4. Of course, no person from the said New Haryana Transport Company was examined as a witness. But, the petitioner himself admits (in Ex. M-8) that he entrusted the goods to be transported through a friend that he arranged for the transportation through some private lorry, that after receipt of the house hold articles, he wanted a receipt to claim the transportation charges, that he wrote to his friend, who arranged for transportation, for the lorry receipt, who had forwarded the lorry receipt from New Haryana Transport Company, and informed him (Petitioner) that it is not possible to get the lorry receipt from the private return lorry through which the actual transportation he had arranged. This statement has been made by the petitioner in his explanation dated 24-5-93 under Ex. M-8. Therefore, it is obvious that the lorry bill Ex. M-2 and the receipt Ex. M-3 are false and bears in the knowledge of the petitioner himself, whether he really transported the goods or not. But there is no evidence also to show that the goods were really transported. Therefore, I hold that the petitioner had no transported any goods from his place of posting at Madhya Pradesh to Kerala on his transfer. One significant point which also goes to support my view is that the petitioner does not say that he paid the transportation charges to an lorry company, but claims to have made payment only to his friend who is also not examined but has been introduced only to negate liability. So, the fact that someone from the New Haryana Transport Company has not been examined will not prejudice the petitioner or affect the respondent's case. So, taking into consideration all these facts, I find that it is clear that the petitioner has not transported any goods on his transfer, but has produced a spurious bill an

receipt as if he had transported the goods from his place of posting at Madhya Pradesh to Kerala on transfer, and had made a false claim for travelling allowance. The petitioner contended that he has subsequently repaid this amount drawn by him as evidence towards travelling allowance, but this is not going to help him anyway.

12. One other contention put forward by the petitioner is that misconduct alleged by the respondent is not one that is mentioned in the Sastry Award and the Desai Award. But, no arguments were urged in support of this contention at the time of the enquiry before this Tribunal. Therefore, the action of the petitioner in having claimed a certain sum of money as travelling allowance while he had not actually transported the goods, and the action of the petitioner in having produced spurious lorry bill and receipt as if he had spent money for the transport of the goods, and claimed the amount from the respondent bank, certainly amount to misconduct.

13. The petitioner contended that no witnesses were examined on the side of the Management. But, in view of the documents marked at the enquiry, and the explanations, written submissions presented by the petitioner either before or at the enquiry. There is no need at all to examine any witness on the side of the Management. The petitioner also did not want to examine any witness on his side. Therefore this will not in anyway affect the enquiry.

14. The next contention put forward by the petitioner is that the domestic enquiry as well as punishment are vitiated in view of the long delay in conducting the enquiry. The petitioner contends that while the petitioner is alleged to have made a false claim and produced spurious documents in support of that false claim in the year 1977, only in the year 1983 a memo was issued to him under Exhibit M-5 making imputations against the petitioner, and the enquiry was held in the year 1984 and the order of dismissal was also passed in the year 1984. Therefore the Learned Counsel for the petitioner contends that the long delay vitiates the enquiry as well as the order of dismissal.

15. The Learned Counsel for the respondent on the other hand contends that though the petitioner had made a false claim and produced spurious documents in support thereof in the year 1977, the bank had to make investigations and satisfy itself that there is a case against the petitioner and then only proceed against him, and therefore in these circumstances, the delay cannot be stated to be one vitiating the enquiry. He also contends that the petitioner has not been prejudiced by this delay alleged by him. He contends that this is not the case where the petitioner has alleged that in view of the long lapse of time he was not able to say anything about the charges levelled against him, but, on the other hand given a detailed explanation and had also justified his action by stating that he had incurred the expenditure for transportation of his goods. He also contends that the petitioner had not denied, but, had accepted that the lorry bill and the receipt for the payment of money were not genuine, and had attempted to explain the same by stating that his friend could not get the lorry bill and the receipt from the private lorry-owner through whom the goods were actually transported, and therefore, his friend might have obtained this lorry bill and receipt from New Haryana Transport Company. Therefore, the Learned Counsel for the respondent contended that the petitioner had not, at the commencement of the enquiry, stated that he has been prejudiced by this delay, and in fact he has not been prejudiced also, and therefore the delay cannot be held against the respondent.

16. The charge against the petitioner is that he made a false claim for the travelling allowance and produced spurious documents in support of the same. The contention of the petitioner is that his claim for travelling allowance is not false, that he had actually incurred the expenses for the transportation of goods, but, the friend who arranged for the transportation of the goods had, instead of obtaining the lorry bill and the receipt for the payment of the money from the owner of the lorry who actually transported the goods, obtained the lorry bill and receipt from New Haryana Transport Company. So, it is not as if the petitioner was not able to give any explanation to the charge levelled against him in view of the delay in commencement and the conduct of the enquiry. The petitioner had not also stated that he has been prejudiced by not being able to put up his defence. But, on the other hand he had put forward no defence and he had even justified his claim for travelling

allowance on the ground that he had actually incurred the expenses. So, it is clear that the petitioner has not been prejudiced by the delay though, he now contends that the delay vitiates the enquiry as well as the order of dismissal. I therefore hold that the petitioner has not been prejudiced in his defence by reason of delay.

16. But the learned counsel for the Petitioner relied upon the decision in S. C. Basu Vs. Bank of Baroda and others (1992 2 LLJ 248). That was a case where a show cause notice was issued in year 1981 to an employee by the bank for certain misconduct alleged to have been committed by him during 1971 to 1973. A formal charge sheet was issued only in the year 1987. Therefore, the employee filed a petition before the Hon'ble High Court of Calcutta challenging the charge sheet and the departmental proceedings and prayed to quash the same. The Hon'ble High Court of Calcutta held that no charge can be framed on the basis of stale materials, and set aside the charge. But, in this case as rightly pointed out by the learned counsel for the respondent, though, the misconduct occurred in the year 1977, it had not immediately come to the notice of the respondent. The fact that the petitioner had not actually transported the goods and had produced spurious documents would normally come to light after some time. Of course in 1979 itself the respondent had come to know that the lorry bill was not issued by the New Haryana Transport Company. The respondent had to investigate and then take proceedings. Yet, it took them till 1983 to initiate the proceedings against the petitioner. Certainly, there is delay but, on that account alone, it cannot in the circumstances of this case be stated that the enquiry is vitiated. I have already pointed out that the petitioner has not been prejudiced, in view of delay, in putting forth his defence, in view of the stand taken by him and the other peculiar circumstance. Therefore, it cannot be stated that the enquiry in the circumstances vitiates.

17. But, so far as the punishment is concerned, I find that the misconduct had taken place in the year 1977, that the enquiry was initiated in 1983, and petitioner was dismissed from service in 1984. Taking into consideration the charge levelled against the petitioner, and the delay in commencing the enquiry and imposing the punishment, I find that the order of dismissal is not justified. But, at the same time, considering the charge levelled against the petitioner, the fact that the respondent is a bank dealing in money, and the fact that the respondent bank has lost confidence in the petitioner, who is expected to be trust-worthy and honest, and maintain absolute integrity in his dealings, I find that the petitioner should not be granted the relief of reinstatement and the attendant benefits. Instead I feel that the interest of justice will be best served if the petitioner is granted compensation. The petitioner has stated in the claim petition that he had put in 19 years of service. This is not controverted by the respondent. Therefore, in these circumstances, I find that the petitioner is entitled to compensation equivalent to two years emoluments at the rate of the last pay drawn by him at the time of the dismissal.

18. In the result, an award is passed holding that though the dismissal of the petitioner-workman from service is not justified, the petitioner-workman is not entitled to the relief of reinstatement to service and the attendant benefits. But, the respondent is directed to pay compensation to the petitioner-workman equivalent to two years' emoluments at the rate of the last pay drawn by him at the time of the impugned dismissal order. No costs.

Dated, this 26th day of August, 1993.

THIRU K. SAMPATH KUMARAN, Industrial Tribunal
WITNESS EXAMINED

For both sides—None.

DOCUMENTS MARKED

For Workman—Nil.

For Management :

Ex. M-1/30-6-77—T.A. Bill of the workman Thiru P. Achuthankutty in connection with his transfer from Baikunthnur Branch of the Management Bank to Kainalay-ADB.

Ex. M-2/10-6-77—Bill No. 289/77-78 of New Haryana Transport Company (Xerox copy).

Ex. M-3/10-6-77—Two money receipts for transporting house-hold articles of the workman (copy).

Ex. M14/19-11-79—Letter from New Haryana Transport Co. Swarajpur to the Branch Manager, Management Bank, Baikanthpur regarding the bill and transportation of household goods of the workman (copy).

Ex. M-5/22-3-83—Memo issued by the Management Bank to the workman calling for his explanation regarding transportation of household articles (copy).

Ex. M-6/4-83—Reply by the workman to Ex. M-5 (copy).

Ex. M-7/25-4-83—Letter from the Workman to the Management in continuation of his letter dated 4-4-83 (copy).

Ex. M-8/24-5-83—Explanation by the workman to Ex. M-5 (copy).

Ex. M-9/16-7-83—Show Cause Notice issued to the workman (copy).

Ex. M10/10-8-83—Letter from the workman to the Management-Bank (copy).

Ex. M-11/19-8-83—Reply by the workman to Ex. M-9 (Xerox copy).

Ex. M-12/19-10-83—Letter from the Bank to the workman stating that the enquiry will be held (copy).

Ex. M-13/28-2-84—Enquiry Notice from Enquiry Officer.

Ex. M-14/15-3-84—Proceedings of the Enquiry Officer (copy).

Ex. M-15/15-3-84—Findings of the Enquiry Officer (copy).

Ex. M-16/15-3-84—Written submission filed by the workman before the Enquiry Officer (copy).

Ex. M-17/22-6-84—Second Show Cause Notice issued to the workman (copy).

Ex. M-18/7-7-84—Reply by the workman to Ex. M-17 (copy).

Ex. M-19/21-7-84—Written submissions filed by the workman before the Disciplinary Authority (copy).

Ex. M-20/26-7-84—Dismissal Order (copy).

नई दिल्ली, 29 दिसम्बर, 1993

का. आ. 286.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मै. भारत कोर्किंग कोल लिमिटेड की भाटडीह कोलियरी के प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, (सं.-2), धनबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-93 को प्राप्त हुआ था।

[सं.-एल-20012/(270)/86-डी-3(ए)/आई आर (कोल-I)]

एस. एस. के. राव, डैस्क अधिकारी

New Delhi, the 29th December, 1993

S.O. 286.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal (No. II) Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bhatdih Colliery of M/s. B.C.C.L and their workmen which was received by the Central Government on 27-12-93.

[No. L-20012/(270)/86-DIII(A)/IR (Coal-I)]
S. S. K. RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT : Shri B. Ram Presiding Officer.

In the matter of an industrial dispute under Section 10(1)(d) of the I.D. Act., 1947.

Reference No. 66 of 1988

PARTIES : Employers in relation to the management of Bhatdih Colliery of M/s. Bharat Coking Coal Ltd. and their workmen.

APPEARANCES :

On behalf of the workmen—None.

On behalf of the employers—Shri H. Nath, Advocate.

STATE : Bihar.

INDUSTRY : Coal

Dated, Dhanbad, the 3rd December, 1993

AWARD

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(270)/86-D.III(A), dated, the 2nd March, 1988.

SCHEDULE

"Whether the action of the management of Bhatdih Colliery of Messrs. Bharat Coking Coal Limited in not providing employment of her suitability to Smt. Chanda Devi, wife of late Dakshineshwar Hazari, Ex-Mining Sirdar of the colliery, in terms of para 10.4.2 of the National Coal Wage Agreement-II was justified? If not, to what relief is she entitled?"

2. The present reference is pending for last several years but no steps were taken by the workmen although notices seemed to have been issued several times. From the record I find that one Shri H. Nath, Advocats had been putting appearance on behalf of the management. I am of the view that the workmen have lost their interest in the case and so a 'No dispute' Award is passed.

B. RAM, Presiding Officer,
Central Govt. Industrial Tribunal (No. 2), Dhanbad
नई दिल्ली, 29 दिसम्बर, 1993

का. आ. 287.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मै. भारत कोर्किंग कोल निटि, की बसन्ती-माना कोलियरी के प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, (सं.-2), धनबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-93 को प्राप्त हुआ था।

[सं.-एल-20012/203/85-डी-3(ए)/आई आर (कोल-I)]
एस. एस. के. राव, डैस्क अधिकारी

New Delhi, the 29th December, 1993

S.O. 287.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal (No. II) Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Basantimata Colliery of M/s. BCCL and their workmen which was received by the Central Government on 27-12-93.

[No. L-20012/203/85-DIII(A)/IR (Coal-I)]
S. S. K. RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT : Shri B. Ram Presiding Officer.

In the matter of an industrial dispute under Section 10(1)(d) of the I.D. Act., 1947.

Reference No. 89 of 1986

PARTIES : Employers in relation to the management of Basantimata Colliery of M/s. Bharat Coking Coal Limited and their workmen.

APPEARANCES :

On behalf of the workmen—Shri Samir Chatterjee, Asstt. Secretary, R.C.M.S.

On behalf of the employers—Shri R. S. Murthy, Advocate.

STATE : Bihar.

INDUSTRY : Coal

Dated, Dhanbad, the 10th December, 1993

AWARD

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(203)[85-D, III(A), dated, the January, 1986.

SCHEDULE

"Whether the action of the management of Basantimata Colliery of M/s. Bharat Coking Coal Limited, P.O. Mugma, Dist. Dhanbad in dismissing S/Smt. Jamuni Manjhian, Lakhi Manjhian, Tulsi Manjhian and Shri Haripada Manjhi from service is justified? If not, to what relief are the concerned workmen entitled?"

1. In the present reference the action of the management of Basantimata Colliery of M/s. BCCL has been challenged in dismissing S/Smt. Jamuni Manjhian, Lakhi Manjhian, Tulsi Manjhian and Shri Haripada Manjhi from the services.

2. It was stated by the concerned workmen through their Joint W.S. that they were permanent workmen of Basantimata Colliery. They were illegally and arbitrarily dismissed by the management after completing empty formalities of domestic enquiry. They also stated that no chargesheet was ever served upon them and the enquiry was conducted in a very irregular and biased manner. The concerned workman claim to have been dismissed by an unauthorised person. It was also contended that the punishment of dismissal was to harsh and disproportionate to the alleged offence.

3. The management filed separate W.S. refuting the claims of the workmen. It was contended that all the concerned workman remained absent for long time without any permission or reasonable cause as a result whereof a valid and proper domestic enquiry was ordered to be conducted. During the course of enquiry some of the concerned workman admitted their guilt and they were found guilty by the E.O. and hence necessary order of dismissal was passed.

4. As regards Jamuni Manjhian it was stated that she was a coal stacker and she absented herself from duty from May, 1976. In this way she remained absent for more than 7 years. Under the law she will be deemed to have abandoned her employment leading automatic termination of her service. She was issued chargesheet dt. 7-1-84. It was pointed out that during the enquiry she admitted that she was sick and she had not applied for any leave nor she had sought any permission of the management for absence from duty.

5. It was contended by the management that Basantimata Colliery has got dispensary properly manned by Medical Officers and other staff where free medical aid is given to the employees and their family members. In serious cases the patients are referred to the Central Hospital for further treatment. Jamuni Manjhian was ailing but she did not avail of free medical help provided by the management and therefore she pretended illness and actually she was not suffering from any ailment. She remained absent in unauthorised manner without permission.

6. In case of Lakhi Manjhian it was stated that she was absent from June, 1977 till 1984 and in this way she also made herself absent for more than 6 years without any valid and reasonable cause.

7. With regards to Tulsi Manjhian it was stated that she was absent from duty for several years without permission and satisfactory cause. She was issued chargesheet and the explanation submitted by her was found quite unsatisfactory. Accordingly a departmental enquiry was conducted and she was found guilty of the misconduct. However, it was submitted that the proceeding of the enquiry was misplaced and could not be filed in this reference.

8. Shri Haripada Manjhi was issued chargesheet on 2-1-84 for unauthorised absence from duty from January, 1983 without permission and satisfactory cause which was a misconduct under clause 7(1)(n) of the Model Standing Order applicable to the colliery. Shri Haripada Manjhi had submitted his reply dt. 13-11-84 which was found not satisfactory. It was further contended that he was pleaded guilty during the enquiry and stated that he was not aware of the fact that he should take permission from the management for absence.

9. In this way it was contended that a valid and regular enquiry as conducted against all the concerned workmen and they were found guilty of the misconduct for remaining absent without any permission for sufficient long time. The management contended that their long absence without any permission was serious misconduct and hence they were dismissed from their service. Thus it was urged that the concerned workmen have got no case and they do not deserve any relief.

10. The point for consideration is as to whether the dismissal of all the four concerned workmen by the management of Basantimata Colliery of M/s. BCCL was justified?

11. Common allegation against the concerned workmen was that they absented from duty for a long time without reasonable and unsatisfactory cause and accordingly they were issued chargesheet. The reply submitted by them were found quite unsatisfactory and therefore they were dismissed after domestic enquiry. It may be mentioned here that the domestic enquiry has been held to be not fair and proper and accordingly the management was directed to lead evidence to prove misconduct against the concerned workmen.

12. Smt. Jamuni Manjhian was issued chargesheet on 7-1-84 under Ext. M-3 alleging that she was absenting from May, 1976 without any information or reasonable cause. She submitted reply on 2-2-84 (M-12) stating that due to serious chronic disease she remained confined to bed and was under long treatment. Due to such serious disease she was not regular in service in the year 1976. She also stated to have submitted an application before the authority for long leave and was under the impression that leave had been granted. Ext. M-4 is the letter of dismissal. It may be conspicuously noted that the show cause did not disclose the name of the chronic disease. There was no document to show that she had submitted any application to the authority for long leave. However, from the show cause it is admitted that she was absent since 1976. In this way she remained absent for more than 6 years. She has been examined as WW-3. She stated that she was absent for 3 months only on account of her illness. But this statement is palpably wrong in the face of reply to the chargesheet and the medical certificate. The medical certificate dated 7-1-84 was filed during the course of enquiry. From the perusal of the medical report it appears that she was under the treatment of the local physician from 6-5-76 to 7-1-84 and was suffering from Paralysis. The photo copy of the leave account register Ext. M-2 has also been filed showing that she was absent continuously from 7-5-76. How the question arises as to why she did not go to the Colliery hospital for proper treatment when she was suffering from the disease like Paralysis. In para 8 of the W.S. the management submitted that Basantimata Colliery has got a dispensary and medical officers and other staff remained there where free medical aid is given to the employees and their family members. Serious cases of ailments are referred to the Central Hospital for better treatment. Jamuni Manjhian WW-3 simply stated in her evidence that her village was long away and so she did not go to the colliery hospital. At no stretch of imagination such type of evidence could not be accepted to be true and correct. It is almost unthinkable that a patient having paralytic stroke for long 6 years will refuse free and better medical treatment. MW-2 Shri R. C. Prasad Sinha has proved register. He has denied that the management is hostile from the tribal workers. He also stated about the existence of State Dispensary in the colliery manned by the doctor, commander and other medical staff. The dispensary has been provided with an ambulance also for carrying ailing patient. I think Ext. M-20 cannot be disbelieved only because it bears no signature of any authority. Apart from this document there are other materials as well on the record to show that the concerned lady remained absent for long 6 years without any proper authority. In this view of the matter I am to hold that she committed misconduct under clause 17(i)(n) of the Model Standing Orders of the company.

13. Lakhi Manjhian was absent from June, 1977 and she was issued chargesheet vide Ext. M-5. She had also submitted reply of the chargesheet on the same footing as that of Jamuni Manjhian Ext. M-13. She also claimed to be suffering from chronic disease and had submitted application for grant of leave. But there is no document to support this fact. She was dismissed with effect from 21-8-84 (Ext. M-6). In evidence as WW-1 she took the same plea that she was residing away from the colliery hospital and so she did not go there for treatment. According to her own

saying she was ailing continuously for 4 years. It is in her evidence that she was carrying pregnancy which was spoilt. She also granted maternity leave on account of abortion and she was taken ill. I find that there is no iota of evidence to support this fact. The management has challenged this story of pregnancy and abortion by putting suggestion to the mouth of the witness. The medical certificate also does not indicate anything like pregnancy and its abortion. The doctor certified that she was suffering from septicin and lumbago and was under the treatment of the doctor from 1-1-77 to 7-1-84. Thus the story of pregnancy and its termination puts forward by Lakhi Manjhain falls to the ground. Even for any other type of illness she did not attend the colliery hospital. The story of long distance from the colliery hospital is not plausible and hence cannot be accepted. Even under Ext. M-20 she has been shown absent from duty with effect from June, 1977. For the reasons stated I am to hold that Smt. Lakhimanjhain willfully absented herself from duty without any reasonable cause for long 6 years which was a misconduct under the relevant clause of the Model Standing Orders applicable to the lady employee.

14. Shri Haripada Manjhi was reported to be absent from January, 1983 and the chargesheet was issued against him on 2-1-84 (Ext. M-1). He replied to the chargesheet vide Ext. M-11. He was dismissed from 19-6-84 vide Ext. M-2. In reply to the chargesheet the concerned workman stated that he had an attack of serious and chronic disease. He remained confined to bed for a long time. Curiously enough no disease has been mentioned. He mentioned that he could not submit any leave application on account of sudden attack. We have no paper to support this contention of the concerned workman. The witness while deposing as WW-4 stated that he was absent only for 3 months. But the chargesheet shows that he was absent for about one year. At first he denied to have received any chargesheet but subsequently in cross-examination he admitted receipt of the same (M-1). He also stated that he did not reply to the chargesheet but his statement has been falsified in the face of Ex. M-11. He further admitted that he had not submitted any written application for sanction of leave. He also cannot say as to who was informed about his illness and when. He claims to have gone to the colliery hospital for treatment but he does not possess any paper to prove this fact. From the evidence it appears that his main ailment was head ache and stomach trouble. I do not think for such common ailment one is required to remain absent for months together and that too without any permission. He does not possess any paper or prescription to show that he was treated by any private doctor. Under Ext. M-20 he has been shown absent from November, 1982. For the reasons stated above I am to hold that Shri Haripada Manjhi also committed misconduct under Model Standing Orders of the Company.

15. As regards Tulsi Majhiain the proceeding of the domestic enquiry was not available with the management and hence it was not filed in this reference. The order of dismissal is Ext. M-7. Under Ext. M-20 she has been shown absent from July, 1980. She has been examined as WW-1. She stated that she was chargesheeted but no domestic enquiry was conducted. After issuance of the chargesheet follow up action will be domestic enquiry and that being so it will be simply wrong to suggest that there was no enquiry after chargesheet. She stated that she was absent from duty for 2 months. But she could not say the months and year from when she absented herself. According to the management she remained absent for 2 years. She claim to have been treated by one Shri Sarkar one private physician but she does not possess any certificate granted by the attending physician. As regards illness she stated that she was carrying pregnancy and the child was destroyed in her womb. Actually she does not possess any paper to prove this fact although she was alleged to have been examined by the doctor. Had she not been examined by any doctor the matter would have been treated on different footing. But since she was examined by a private doctor it was for her to prove the fact to justify her action. Again she stated to have filed an application and the medical certificate with the management but there is no proof of this fact. Even supposing for the sake of argument she was absent for 2 months as admitted by her even then her absent without any reasonable cause was a misconduct under the provision of the Model Standing Orders.

16. These concerned workmen have also filed an affidavit duly sworn in by them stating the facts of their case in brief.

But for the reasons stated above they have already been held to have committed misconduct under the provision of the Model Standing Orders.

17. From the discussions made above it is well proved that all the four concerned workmen absented from their duties without any reasonable cause. They did not inform the authority about their unauthorised absence. Shri Lakhi Majhiain and Jamuni Majhiain were absent for more than 6 years and the ground of illness taken by them was not at all convincing. Shri Haripada Manjhi and Tulsi Manjhain remained absent for more than a year without any sufficient cause. In this way all committed misconduct within the meaning of clause 17(i)(n) of the Model Standing Orders applicable to them.

18. Now coming to the question of punishment we find that they have been dismissed from their services. Admittedly they are illiterate tribal people residing in remote part of the state and mostly they are poor hungry and homeless for whom the Government has always been sympathetic to provide employment opportunity and other facilities. They remained absent without any permission which may be attributed to their ignorance and illiteracy. In these hard days when employment has become rare thing it may not be fair and justifiable to deprive these poor tribal of their bread. In the circumstances, the order of dismissal is set aside and the management is directed to reinstate the concerned workmen within 2 months from the date of publication of the Award. However, in case of Jamuni Manjhain and Lakhi Majhiain their two future increments will be permanently stopped. But in case of Haripada Manjhi and Tulsi Majhiain only one future increment will be stopped permanently. In the circumstances of the case, there will be no order as to back wages. I think this punishment will meet the ends of justice.

This is my Award.

B. RAM. Presiding Officer

नई दिल्ली, 29 दिसम्बर, 1993

का. अा. 288.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मैं भारत कोलम लिमिटेड की भगवांड कोलियरो के प्रबंधताल के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण, (सं.-2), धगबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-93 को प्राप्त हुआ था।

[सं.एस.20012/189/91—ग्राइ अर्ड (कोल-1)]

एस. एस. के. राव, डैस्क अधिकारी

New Delhi, the 29th December, 1993

S.O. 288.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal (No. II) Dhamdara as shown in the Annexure in the industrial disputes between the employers in relation to the management of Bhagaband Colliery of M/s. B.C.L. and their workmen which was received by the Central Government on 27-12-1993.

[No. L-20012/189/91-IR (Coal-I)]

S. S. K. RAO, Desk Officer

**ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL (NO. 2) AT DHANBAD.**

PRESENT :

Shri B. Ram, Presiding Officer.

In the matter of an industrial dispute under Section 10(1)(d)
of the I. D. Act, 1947

Reference No. 5 of 1992

PARTIES:

Employers in relation to the management of M/s. BCCL
and their workmen.

APPEARANCES :

On behalf of the employers—Shri Harihar Nath, Advocate
R.C.M.S. Union

On behalf of the employers—Shri Harihar Nath, Advocate
STATE : Bihar INDUSTRY : Coal

Dhanbad: the 7th December, 1993

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/189/91-IR (Coal-I), dated, the Nil.

SCHEDULE

"Whether Shri Upendra Kumar and 26 other contractor workers are workmen of the Bhagaband Colliery of M/s. BCCL and whether the demand that these persons be regularised in the services of the said management is justified? If so, to what relief are these persons entitled?"

2. In the instant reference the workmen have demanded for a declaration that they are the workmen of Bhagaband Colliery of M/s. BCCL and also for regularization in the services of the said management.

3. All the concerned workmen 27 in Nos. have filed joint W.S. stating that Bhagaband Colliery under PB Area of BCCL is a large establishment having a big surface area of about 3 Sq. miles. The Colliery has got workers colony officers bungalow, schools, community hall and other type of the dwelling house spread over the said area in addition to office building and other working offices apart from self made hutments of the workers. In this way the total number of living quarters is about 1700 and those houses have been occupied by the officers, supervisors, staff and other workers of the management. It requires regular sanitation and hygiene arrangement by the management. It may also be mentioned that there are drainage system and travelling roads along these houses. In order to maintain sanitation work including sweeping, removal of ash and garbages and also the cleaning the drainage regular work force is required but the management has got only 17 sweepers on its roll. It was submitted that due to high rate of absenteeism only 9 to 10 sweepers turn up everyday for the purpose resulting in huge accumulation of garbages and ash throughout the road side. The management in order to cope with the work has been engaging a number of workers for sweeping and other sanitary jobs? It was contended that in the year 1990 a circular was issued stipulating therein that the services of one sweeper is essential for each 50 quarters. As contended the concerned workmen were engaged by the management of Bhagaband colliery for the jobs of sweepers and they have been doing so since the year 1986.

4. The management engaged the concerned workmen through the so-called contractor only to deprive them of their rightful claim under the provision of N.C.W.A. These workers have worked in the premises of the company under the supervision and guidance of the company officers. In this way they claim for their regularization in the services of the company.

5. The management has filed separate W.S. refuting the claim of the concerned workman. It was contended that Shri U. Kumar and 26 other concerned workmen as per

annexure of the reference never worked in Bhagaband colliery in any capacity. The Area of Bhagaband colliery is stretching within the radius of more than 5 K.M and there are about 1691 quarters including the self made hutment of the workers. In order to maintain the sanitary condition the contractor is engaged from time to time to remove the garbage, ash heaps from the colliery premises in addition to permanent sweepers of the management. There are some permanent sweepers also of the management. The management denied the relationship of master and servant and employer-employee between the concerned workmen and the management. Since the concerned workmen never worked in Bhagaband colliery in any capacity there was no question of supervision of their work by the management. It was further submitted that the contract labour were engaged to remove ash heaps and garbages from the premises of the colliery where workers are living. The contractor employ their own men and the management has nothing to do with their employment or non-employment. It was also contended that the removal of ash heaps and garbages from the colliery premises are not prohibited category under Contract Labour (Regulation and Abolition) Act, 1970. Lastly it was contended that RCMS union is trying to get entry of the concerned workmen from back door. In the circumstances it was prayed that the workmen are not entitled to any relief.

6. The question for consideration are two folds :—

Firstly whether the concerned workmen ever worked in Bhagaband colliery as contractor labour? Secondly whether they are entitled to be regularised in the services of the management.

7. The terms of reference presupposes that the concerned workmen are contractor labour. First of all let us examine whether the concerned workmen ever worked in Bhagaband colliery or not. In para-4 of the W.S. the management submitted that the concerned workmen never worked in Bhagaband colliery in any capacity. Shri Rajendra Paswas, WW-1, Shri Jitendra Kumar Sao, WW-2 have stated that they were appointed to work as Sweeper by the Agent of Bhagaband Colliery. But admittedly they do not possess any such paper to show that they were engaged by the Agent of the Colliery. They do not possess any appointment letter even. WW-3 Shri Gopal Pd. Gupta was working in Bhagaband colliery as Attendance Clerk-cum-Time keeper. He stated to have marked the attendance of the concerned workmen from the 1988 to May, 1989. He subsequently became Asstt. Secretary, RCMS. But after raising dispute of the concerned workmen, he was stopped marking attendance. No Attendance register has been filed. WW-4 Shri Bholanath Singh had also occasion to work as Attendance Clerk in the colliery. He is President of R.C.M.S. for the last 5 years. He stated that the concerned workmen were doing sweeping work in the colliery. In cross-examination it was suggested to the witness that the concerned workmen never worked as sweeper in the colliery and they became members of the union only for the purpose of raising industrial dispute. These four witnesses examined on behalf of the concerned workmen are more or less interested persons and their testimony have to be weighed with caution. WW-4 has proved the payment sheet. On behalf of the union he used to remain present at the time of payment just to watch whether the payment to the concerned workmen were made correctly or not. The payment sheet has been marked Ext. W-6. The name of the concerned workmen have been noted and also payment made to them. WW-1 and WW-2 have proved their relevant entries concerning their names and the payment made to them which have been marked Ext. W-1 and W-3 respectively. It is the consistent case of the management that the wage-sheet under Ext. W-6 is manufactured piece of paper and has been prepared for the purpose of this case. At this stage I may refer to Section 21(3) of the Contract Labour (Regulation and Abolition) Act, 1970 which provides as follows :—

"It shall be the duty of the contractor to ensure disbursement of wages in the presence of authorised representative of the principal employer."

Curiously enough these wagesheets 18 in Nos. for different years and months do not bear the signature of any representative of the management. Invariably the wages are disbursed by the contractor in presence of the LEO(C). In absence of any signature of the representative of the management was difficult to accept the genuineness of this document (Ext. W-6).

8. In order to appreciate the above fact we may refer to the evidence of WW-5 and MW-2. WW-5 is an Overseer in Bhagaband colliery since 1983. He stated to have taken work of sweeping from the concerned workmen. He knows and recognises some of the concerned workmen by name. He has also named some of them. Prime-facie I find no reason to disbelieve the testimony of this witness who is still an employee of the management. The evidence of MW-2 has set the matter at rest when he stated that the concerned workmen were engaged for cleaning, sweeping and removal of garbages. He was in the colliery from November 1986 to May, 1989 in the capacity of Dy. Chief Mining Engineer. In view of such evidence I am to hold the issue in favour of the concerned workmen that they were working in Bhagaband colliery as Contractor labour.

9. The next question for consideration is as to whether the concerned workmen deserve regularisation.

10. Admittedly, there are permanent sweepers for cleaning, sweeping and removal of garbages. According to MW-1 Shri Ashok Kumar Singh, Sr. Personnel Officer such sweepers are 20 in nos. It is also an admitted fact that the job of cleaning and sweeping comes within the prohibited category. This fact has been admitted by MW-1. Ext. W-5 is the photo copy of the notification dated 8-12-76 whereby the employment of the contract labour for sweeping, cleaning, dusting and watching of building owned or occupied by establishments was prohibited under Section 10(J) of the Contract Labour (Regulation and Abolition) Act, 1970. That was brought into effect from 1-3-77. The question here arises as to why the management has been engaging contract labour in sweeping and cleaning when it was already notified to be prohibited category. Admittedly, in prohibited category of work only the permanent workmen are to be engaged. In the circumstances engagement of contract labour on permanent/prohibited category of job will lead to an inference that they were the employees of the management.

11. The management has been engaging contract labour and this fact stands certified from the noting sheets (Ext. W-4) series. The noting sheet (Ext. W-4) reads as follows :—

"The area of Bhagaband Colliery covers 6 to 7 K.M. There are about 1691 company's quarters and self made bungalows in which the workers of Bhagaband Colliery have been living. There are only 17 sweepers on roll. Out of which 9 to 10 sweepers used to report their duty daily. The number of sweepers are very inadequate. The sanitation condition of Bhagaband Colliery is needed daily cleanliness of Bhagaband Colliery and removal of ash heaps and garbage from the Colliery premises.

It is unavoidable to engage the contractual labourers for the same."

From the notesheet it was evident that the engagement of the contract labour for sweeping, cleaning and removing garbages was unavoidable and accordingly the General Manager of the Area was requested to accord sanction for certain amount. The notesheets were signed by the GM/Agent and the Welfare Officer. Admittedly one Shri A. Kumar was engaged as contractor to do the aforesaid job. MW-2 has stated that for the purpose for cleaning and sweeping and also for removing garbages from the colliery premises they used to engage contractor who in turn engage his own labour, for the purpose. The question is when the concerned workmen were working as contractor labour naturally Shri A. Kumar must be engaging them for cleaning and sweeping purpose. However, at this stage the evidence of Shri A. Kumar must be worth noting. He stated to have been doing as contractor for cleaning of the quarters in Bhagaband colliery. According to him he never engaged any of the concerned workmen. He also stated to have engaging only 6 to 8 labours for the purpose. Surprisingly he did not name any of the labour whom he had engaged for the purpose. He according to his own saying has been maintaining register and records showing payment to the labours whom he engaged, during his contract period. Admittedly, he has not filed any such register/document to prove this fact. When he is denying engagement of the concerned workmen by him then it was obligatory on his part to produce those documents to prove the fact that the contractor labours engaged by him were other than the concerned workmen. Non-production of those registers/documents will definitely go against the management and in favour of the concerned workmen.

12. The witness stated that the sweeping work in the colliery is done continuously. In view of this statement it would be simply wrong to suggest that this work of sweeping and cleaning was to be completed within 2 months as stated by MW-2. This means it was a permanent nature of work having sufficient duration in a year. The concerned workmen have not filed any document to show that they have been working or they completed atleast 240 days in a calendar year. But since it was a work of continuous nature it is expected that they must have been doing for sufficient number of days in a month. The presumption would be that they completed more than 240 days in a calendar year. Since they were doing permanent nature of work they will be treated to be permanent workmen. It was contended that to become a permanent workman it is necessary that he should be engaged throughout the year on permanent job. What is necessary is that the work on which he is engaged is of permanent nature and lasts throughout the year. It is not necessary that the workmen should be engaged throughout the year. Reliance was placed upon an authority reported in S.C.L.J Vol. 5 at page 3474.

13. The learned counsel for the management submitted at this stage that the sweeping and cleaning of the residential building is not permanent nature of job and the Act does not include within its fold the residential quarters. Reliance was placed upon the authority reported in 1993 LLJ Vol. 1 at page 521. It may be noted that the words "Sanitation" has got its wider application and it is not confined to the residential quarters alone. The noting sheet also state that the sanitation condition of Bhagaband Colliery is not good since long. There are huge heaps of ashes and garbages at every place in the colliery so engagement of contractual labour was unavoidable. The notation Ext. W-5 also states prohibition of contract labour for sweeping and cleaning dusting and watching of the building owned and occupied by the establishment. Again the word establishment has been defined under Section 2(e) of the Industrial Disputes Act which reasons follows :—

"Establishment means any office or department of the Government or local authority or any place where any industry, trade business manufacture or occupation is carried."

The definition is very clear to include within its ambit even the place of surroundings of industry. The sweeping and cleaning was thus not confined to the residential quarters alone. The noting sheets state that even ashes and garbages were to be removed 3 K.M. away from the colliery premises. Further the sanitation condition on the whole depend upon the number of the offices and the residential quarters. The noting sheets state that there are about 1691 employees quarters and self made bungalow in which the workers of Bhagaband colliery are living. This fact stands corroborated from the evidence of MW-2 who stated in cross-examination that the colliery has got 1700 quarters. The sanitary condition can be well imagined of the place having 1700 quarters. Normally it will require every day cleaning and sweeping not only of the quarters and office but the surroundings as well. MW-1 stated that to his memory there is a circular in the year 1990 for engagement of one Sweeper for every 50 quarters. In this way for 1700 quarters it will require atleast 34 sweepers. The noting sheets say that hardly 9 to 10 Sweepers used to report for duty although there were about 17 Sweepers on roll. In the circumstances, it will be wrong and incorrect to suggest that there was no need of extra sweeper in the colliery. These concerned workmen have been working since 1986 and so there was no question of their entry from the back door.

14. I have examined various aspects of the matter and I am to hold that these concerned workmen were working in Bhagaband colliery as contract labour since long time. They were also doing permanent nature of job which was being done continuously. In the circumstances, they deserve their regularisation in the service of the management. The management is thus directed to regularise the concerned workmen under Cat. I within 2 months from the date of publication of the Award.

This is my Award.

B. RAM, Presiding Officer

ANNEXURE A

List of workers as mentioned in the letter dated 6-9-1990

1. Upendra Kumar.
2. Upendra.
3. Yogendra.
4. Balkesh.
5. Umashankar.
6. Ramjatan.
7. Laljee.
8. Ramsurat.
9. Kalu.
10. Rajendra.
11. Khedan.
12. Bisun.
13. Dilip.
14. Atwari.
15. Omprakash.
16. Dwarika.
17. Jitendra.
18. Narendra.
19. Sanjay.
20. Anup.
21. Murari.
22. Shrikant.
23. Ghanshyam.
24. Sidheswar.
25. Rajesh.
26. Mohan.
27. Ashok.

B. RAM, Presiding Officer

नई दिल्ली, 27 दिसम्बर, 1993

का. आ. 289.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के प्रत्युमरण में, एस सी सी एल. के प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मचारों के बीच, अन्वय में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचपट की प्रकाशित करती है, जो केन्द्रीय सरकार को 24/12/93 को प्राप्त हुआ था।

[स. ।पल-21011/5/87 भी-III (बी)]

बी. एम. डेविड, ईस्क अधिकारी

New Delhi, the 27th December, 1993

S.O. 289.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of S.C.C. Ltd. and their workmen, which was received by the Central Government on 24-12-93.

[No. L-21011/5/87-D.III(B)]
B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL AT HYDERABAD

Present :

Sri Y. Venkatachalam, M.A., B.L., Industrial Tribunal-I.

Dated : 25th day of November, 1993
INDUSTRIAL DISPUTE NO. 1 OF 1988
BETWEEN

The Workmen of S.C. Co. Ltd.,
Bellampalli, Adilabad Dist. . . Petitioner
AND

The Management of M/s. S. C. Co. Ltd.
Bellampalli, Adilabad. . . Respondent.

Appearances :

Sri B. Ganga Ram, Chief Vice President, Central Council,
S. C. W. Union for the Petitioner.
M/s. K. Srinivasa Murthy, G. Sudha, Advocates for the Respondent.

AWARD

The Government of India, Ministry of Labour, by its Order No. L-21011/5/87-D.III(B), dt. 22/29-12-1987 referred the following dispute under Section 10(1)(d) (2A) of the Industrial Disputes Act, 1947 between the employers in relation to the Management of M/s. Singareni Collieries Company Limited, Bellampalli and their workmen to this Tribunal for adjudication :

"Whether the action of the management of Singareni Collieries Co. Ltd., Bellampalli in not giving employment on regular basis to S. Sri Chatla Narayana, Samala Ramuloo and Pittala Shankar, dependents of the employees declared unfit or who died in harness and appointing them only as Badli workmen is justified? If not, what relief the said workmen are entitled to?"

2. The brief facts of the claim statement filed by the Petitioner Union read as follows : Out of these 3 persons S/Sri Chatla Narayana, nd Pittala Shankar are the sons of employees declared medically unfit and Sri Samala Ramuloo is a son of employee died while in service. These three persons were not appointed as permanent workers, but they were appointed as floating badli fillers vide letter dt. 14-4-1986. In the letter written by the General Manager (P), Bellampalli to the S.O.M., Morgan's pit, it is stated that notice be displayed on the notice board for empanelment of these 3 floating badli fillers and the Colliery Manager is directed that these 3 persons should be engaged to cover up absenteeism and leave vacancies. From the appointment letter dt. 14-4-1986 it is quite clear that there is no job guarantee for these 3 sons of employees died in harness or declared medically unfit, since it is clearly stated that they should be empanelled in leave and absenteeism vacancies. In the instant case of Morgans Pit, the Management has gone to an more extreme, by appointing them as floating badli fillers. As a matter of fact there is no such word of floating badli in the industrial dictionary of our country but the management has introduced this new system to deprive these workers from job guarantee and all other legal and fringe benefits. The position of badli workers is that they are not shown work regularly and they are frequently sent back and it is difficult for them to complete one year's continuous service by putting in 190 musters in 12 months. If badlies' put in one year continuous service they can be eligible for getting several benefits. Even those badlies having putting in one year's service, are also being sent back home in the name of no work and got no job guarantee regularly. If such is the condition of badlies putting one year's continuous service, the fate of the floating badlies is worst than the bonded labourers. Due to appointment of dependents of employees (declared medically unfit or died in harness) as badlies, they have to loss many benefits of permanent workers and they are also being terminated frequently, if they have not completed one year's continuous service. Moreover due to frequent termination, it is difficult for the badli fillers to put in 190 musters during 12 months to qualify one year's continuous service. There are cases that even after qualifying for one year continuous service, such badli workers are not regularised for 4 to 5 years. There are two examples sufficient to prove the issue, they are Sri Nalla Machava Reddy of Shanti Khani and Sri Velpula Prabhakar of KK-5 Incline. They are sufficient to prove that this is nothing but a malpractice being followed by Management. This wrongful practice does not satisfy the relevant terms incorporated in the N.C.W.A. II and N.C.W.A. II, since these dependents of employees are at present appointed as badlies without any job security. It is therefore follows that the very purpose behind incorporating the said Clauses is defeated, as appointing dependents of employees (declare unfit or died in harness) as badlies will not amount to total rehabilitation. Therefore we demanded that these three dependents of employees (died in harness or declared medically unfit) should be treated as permanent employees from the date of their appointment i.e. from 14-4-1986. As per the provisions of N.C.W.A. II and N.C.W.A. III the dependents of workers died in harness or medically declared unfit should be provided with permanent jobs and all these days in the post i.e. from 1979 on-

8. In order to appreciate the above fact we may refer to the evidence of WW-5 and MW-2. WW-5 is an Overseer in Bhagaband colliery since 1983. He stated to have taken work of sweeping from the concerned workmen. He knows and recognises some of the concerned workmen by name. He has also named some of them. *Prima facie* I find no reason to disbelieve the testimony of this witness who is still an employee of the management. The evidence of MW-2 has set the matter at rest when he stated that the concerned workmen were engaged for cleaning, sweeping and removal of garbages. He was in the colliery from November 1986 to May, 1989 in the capacity of Dy. Chief Mining Engineer. In view of such evidence I am to hold the issue in favour of the concerned workmen that they were working in Bhagaband colliery as Contractor labour.

9. The next question for consideration is as to whether the concerned workmen deserve regularisation.

10. Admittedly, there are permanent sweepers for cleaning, sweeping and removal of garbages. According to MW-1 Shri Ashok Kumar Singh, Sr. Personnel Officer such sweepers are 20 in nos. It is also an admitted fact that the job of cleaning and sweeping comes within the prohibited category. This fact has been admitted by MW-1. Ext. W-5 is the photo copy of the notification dated 8-12-76 whereby the employment of the contract labour for sweeping, cleaning, dusting and watching of building owned or occupied by establishments was prohibited under Section 10(1) of the Contract Labour (Regulation and Abolition) Act, 1970. That was brought into effect from 1-3-77. The question here arises as to why the management has been engaging contract labour in sweeping and cleaning when it was already notified to be prohibited category. Admittedly, in prohibited category of work only the permanent workmen are to be engaged. In the circumstances engagement of contract labour on permanent/prohibited category of job will lead to an inference that they were the employees of the management.

11. The management has been engaging contract labour and this fact stands certified from the noting sheets (Ext. W-4) series. The noting sheet (Ext. W-4) reads as follows :—

"The area of Bhagaband Colliery covers 6 to 7 K.M. There are about 1691 company's quarters and self made butments in which the workers of Bhagaband Colliery have been living. There are only 17 sweepers on roll. Out of which 9 to 10 sweepers used to report their duty daily. The number of sweepers are very inadequate. The sanitation condition of Bhagaband Colliery is needed daily cleanliness of Bhagaband Colliery and removal of ash heaps and garbage from the Colliery premises. It is unavoidable to engage the contractual labourers for the same."

From the notesheet it was evident that the engagement of the contract labour for sweeping, cleaning and removing garbages was unavoidable and accordingly the General Manager of the Area was requested to accord sanction for certain amount. The notesheets were signed by the GM Agent and the Welfare Officer. Admittedly one Shri A. Kumar was engaged as contractor to do the aforesaid job. MW-2 has stated that for the purpose for cleaning and sweeping and also for removing garbages from the colliery premises they used to engage contractor who in turn engage his own labour, for the purpose. The question is when the concerned workmen were working as contractor labour naturally Shri A. Kumar must be engaging them for cleaning and sweeping purpose. However, at this stage the evidence of Shri A. Kumar must be worth noting. He stated to have been doing as contractor for cleaning of the quarters in Bhagaband colliery. According to him he never engaged any of the concerned workmen. He also stated to have engaging only 6 to 8 labours for the purpose. Surprisingly he did not name any of the labour whom he had engaged for the purpose. He according to his own saying has been maintaining register and records showing payment to the labours whom he engaged during his contract period. Admittedly, he has not filed any such register/document to prove this fact. When he is denying engagement of the concerned workmen by him then it was obligatory on his part to produce those documents to prove the fact that the contractor labours engaged by him were other than the concerned workmen. Non-production of those registers/documents will definitely go against the management and in favour of the concerned workmen.

12. The witness stated that the sweeping work in the colliery is done continuously. In view of this statement it would be simply wrong to suggest that this work of sweeping and cleaning was to be completed within 2 months as stated by MW-2. This means it was a permanent nature of work having sufficient duration in a year. The concerned workmen have not filed any document to show that they have been working or they completed atleast 240 days in a calendar year. But since it was a work of continuous nature it is expected that they must have been doing for sufficient number of days in a month. The presumption would be that they completed more than 240 days in a calendar year. Since they were doing permanent nature of work they will be treated to be permanent workmen. It was contended that to become a permanent workman it is necessary that he should be engaged throughout the year on permanent job. What is necessary is that the work on which he is engaged is of permanent nature and lasts throughout the year. It is not necessary that the workmen should be engaged throughout the year. Reliance was placed upon an authority reported in S.C.L.J Vol. 5 at page 3474.

13. The learned counsel for the management submitted at this stage that the sweeping and cleaning of the residential building is not permanent nature of job and the Act does not include within its fold the residential quarters. Reliance was placed upon the authority reported in 1993 LLJ Vol. I at page 521. It may be noted that the words "Sanitation" has got its wider application and it is not confined to the residential quarters alone. The noting sheet also state that the sanitation condition of Bhagaband Colliery is not good since long. There are huge heaps of ashes and garbages at every place in the colliery so engagement of contractual labour was unavoidable. The nomination Ext. W-5 also states prohibition of contract labour for sweeping and cleaning dusting and watching of the building owned and occupied by the establishment. Again the word establishment has been defined under Section 2(e) of the Industrial Disputes Act which reasons follows :—

"Establishment means any office or department of the Government or local authority or any place where any industry, trade business manufacture or occupation is carried."

The definition is very clear to include within its ambit even the place of surroundings of industry. The sweeping and cleaning was thus not confined to the residential quarters alone. The noting sheets state that even ashes and garbages were to be removed 3 K.M. away from the colliery premises. Further the sanitation condition on the whole depend upon the number of the offices and the residential quarters. The noting sheets state that there are about 1691 employees quarters and self made hutment in which the workers of Bhagaband colliery are living. This fact stands corroborated from the evidence of MW-2 who stated in cross-examination that the colliery has got 1700 quarters. The sanitary condition can be well imagined of the place having 1700 quarters. Normally it will require every day cleaning and sweeping not only of the quarters and office but the surroundings as well. MW-1 stated that to his memory there is a circular in the year 1990 for engagement of one Sweeper for every 50 quarters. In this way for 1700 quarters it will require atleast 34 sweepers. The noting sheets say that hardly 9 to 10 Sweepers used to report for duty although there were about 17 Sweepers on roll. In the circumstances, it will be wrong and incorrect to suggest that there was no need of extra sweeper in the colliery. These concerned workmen have been working since 1986 and so there was no question of their entry from the back door.

14. I have examined various aspects of the matter and I am to hold that these concerned workmen were working in Bhagaband colliery as contract labour since long time. They were also doing permanent nature of job which was being done continuously. In the circumstances, they deserve their regularisation in the service of the management. The management is thus directed to regularise the concerned workmen under Cat. I within 2 months from the date of publication of the Award.

This is my Award.

B. RAM, Presiding Officer

met under the provisions of the N.C.W.A.II and III. Therefore I find that the dependents of worker who died in harness and medically made unfit should be treated as permanent workmen from the date of their appointment i.e. w.e.f. 14-4-1986.

8: In the result, the action of the Management of Singareni Collieries Company Limited, Bellampalli in not giving employment on regular basis to S/Sri Chatla Narayana, Samala Ramuloo and Pittala Shanker, dependents of the employees declared unfit or who died in harness and appointing them only as Badli workmen is not justified. The said three workmen are entitled for permanent coal fillers from the date of their appointment from 14th April, 1986 and they are entitled to all the benefits of a permanent employee:

Award passed accordingly.

Typed to my dictation, given under my hand and the seal of this Tribunal, this the 23th day of November, 1993.

Y. VENKATACHALAM, Industrial Tribunal-I

Appendix of Evidence

Witnesses Examined for the Petitioner :

—NIL—

Witnesses Examined for the Respondent :

M.W1 C. Gopala Rao

Documents marked for the Workmen :

NIL

Documents marked for the Management

- Ex. M1 NCWA.II Extract xerox copy.
- Ex. M2 NCWA.III Extract xerox copy.
- Ex. M3 15-1-87—Office Order of Bellampalli Area with regard to 17 Badlis appointment on permanent basis.
- Ex. M4 Identity cards Samala Ramuloo.
- Ex. M5 Identity cards Pittala Shanker.
- Ex. M6 Identity cards Chatla Narayana.
- Ex. M7 Bonus particulars statement.
- Ex. M8 Statement showing the muster particulars in respect of the concerned workmen in his I.D.
- Ex. M9 'H' Register of Page 56.
- Ex. M10 'H' Register of page 15 for the year 1987.

नई दिल्ली, 27 दिसम्बर, 1993

फा. आ. 290.—अधिकारिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में प्रा: सी. सी. एस. के प्रबंधसंस्करण के संलग्न नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण, हैदराबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-12-93 को प्राप्त हुआ था।

[म. एल.-22012/209/92-आई आर (सी-II)]

वी. एम. डेविड, ईस्ट अधिकारी

New Delhi, the 27th December, 1993

S.O. 290.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of

S.C.C. Ltd. and their workmen, which was received by the Central Government on 24-12-1993.

[No. L-22012/209/92-IRC II]
B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL AT HYDERABAD

PRESENT:

Sri Y. Venkatachalam, M.A., B.L., Industrial Tribunal-I.

Dated : 30th day of November, 1993

INDUSTRIAL DISPUTE NO. 75 OF 1992

BETWEEN:

The General Secretary, Singareni Collieries Workers Union (AITUC), Kothagudem, P.O. Khammam Dist. (A.P.)—Petitioner.

AND

The General Manager, M/s. Singareni Collieries Co. Ltd., Kothagudem Area, P.O. Kothagudem.—Respondent.

APPEARANCES:

M/s. K. Srinivasa Murthy & G. Sudha, Advocates for the Respondent.

None—for the Petitioner.

AWARD

The Government of India, Ministry of Labour, by its Order No. L-22012/209/92-IR(C.II) dt. 21-10-1992 referred the following dispute under Section 10(1)(d) (2A) of the Industrial Disputes Act, 1947 between the management of M/s. Singareni Collieries Company Limited, Kothagudem and their workmen to this Tribunal for adjudication :

"Whether the demand of the Singareni Collieries Workers Union (AITUC), Kothagudem for confirmation of Sri M. Kantharao, Survey Mazdoor, as Tracer with retrospective effect from September 1982 is justified? If not, to what relief the workman is entitled to?"

This reference was registered as Industrial Dispute No. 75 of 1982 and notices were served on both the parties.

2. Service of notice was sent to the Petitioner workman for file their claim statement. After given sufficient adjournments, the Petitioner-workmen did not appear nor filed their claims statement. On 4-8-1993 when the matter is called, the workman is called absent. There is no representation on his side. The petitioner-workman did not file claim statement for the last seven months. Hence no claims statement for the petitioner-workman. Counter if any, posted to 31-8-1983. Two adjournments were granted and finally on 11-11-1993 the docket sheet read thus : Respondent reported that there is no counter on their side as the petitioner did not file the claims statement. Heard the Advocate for the Respondent. Petitioner is called absent. For Award posted to 30-11-1993.

3. As seen from the docket sheet it is very clear that the Petitioner-workman did not appear nor filed their claims statement. I find that the petitioner-workman is not taking any keen interest in the dispute to defend his case. The Respondent-Management also reported that there is no claim statement hence no counter could be filed. I find that there is no use of granting more time for the Petitioner to defend his case and the reference be terminated.

4. In the result, reference is terminated.

Award passed accordingly.

Typed to my dictation, given under my hand and the seal of this Tribunal, this the 30th day of November, 1993.

Y. VENKATACHALAM, Industrial Tribunal-I.

Appendix of Evidence.

NIL

नई दिल्ली, 27 दिसंबर, 1993

का. आ. 291.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14), की धारा 17 के अनुसरण में, एस सी सी एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण, हैदराबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24/12/93 को प्राप्त हुआ था।

[सं. एल-22012/94/89-आई भार (सी-II)]

बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 27th December, 1993

S.O. 291.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of S.C.C. Ltd. and their workmen which was received by the Central Government on 24-12-93.

[No. L-22012/94/IR(C-II)]
B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-I AT HYDERABAD

PRESENT:

Sri Y. Venkatachalam, M.A., B.L., Industrial Tribunal-I.

Dated, 23rd November, 1993

Industrial Dispute No. 79 of 1989

BETWEEN

The Workmen of S.C. Co. Ltd.,
Bellampalli, Adilabad Distt. Petitioner.

AND

The Management of S.C. Co. Ltd.,
Bellampalli, Adilabad District. Respondent.

APPEARANCES:

Sri B. Ganga Ram, Chief Vice President, Central Council S.C.W. Union, for Petitioner.

M/s. K. Srinivasa Murthy and G. Sudha, Advocates for the Respondent.

AWARD

The Government of India, Ministry of Labour, by its Order No. L-22012(94)/89-IR(C.II), dated 16-10-1989 referred the following dispute under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 between the employers in relation to the management of Singareni Collieries Company Limited, and their workmen to this Tribunal for adjudication :

"Whether the action of the Management of M/s. S.C. Co. Ltd., Bellampalli in terminating the services of Sri P. Raghunath Rao, Badli Worker w.e.f. 31st October, 1983, is justified? If not, to what relief the workman concerned is entitled?"

This reference was registered as Industrial Dispute No. 79 of 1989 and notices were served on both the parties.

2. The brief facts of the claim statement filed by the Petitioner-Union read as follows:

Sri P. Raghunath Rao was appointed on 10-11-1981 as a badli worker in Goleti No. 1 Incline in Bellampalli area. The Management stated that Sri P. Raghunatha Rao was terminated at Goleti No. 1 Incline vide Manager's letter No. GTI/49/88/1565, dated 31-10-1983. After this termination several thousands of new workers were recruited but Sri P. Raghunath Rao was not taken back on duty. As per the provisions of the I.D. Act, 1947 the retrenched workman should be given preference when new persons are being recruited. The Superintendent of Mines of Goleti No. 1 Incline issued a service certificate vide letter dated 8-6-1988. As per this certificate it is evident that the workman has actually worked for 216 days under the employer during the period of 12 months from the date of appointment. After getting the service certificate the Manager of Goleti No. 1 Incline, the workman applied to the General Manager (Projects) Bellampalli on 11-6-1988 to allow him on duty but he flatly refused to allow him on duty, hence on the same day. Union raised the dispute vide letter dated 11-6-1988 with the General Manager (Projects) Bellampalli and due to the adamant attitude of the Management the dispute ended in failure on 5-2-1989 in the conciliation proceedings held by the Assistant Labour Commissioner, Mancherial. The case of the workman is that Sri P. Raghunath Rao has put in one year's qualified continuous service during the period of 12 calendar months from the date of his appointment, since he has put in above 190 hours, hence the management cannot terminate his services under the provisions of the I.D. Act. The Management had illegally retrenched him from the service of the Singareni Collieries Company Limited even without complying with provisions of Section 25-F of the I.D. Act. Hence the action of the management is illegal and unjustified. It is now well settled that a daily wager who works for more than 190/240 days in a year in an industry has to be regarded as having been regularly employed. The services of such an employee is liable to be regularised. In this connection we are citing a case Law of the High Court, Delhi for ready reference. In the case, between Suresh Kumar and Others and Union of India and another (in Civil Writ Petition No. 3442 of 1987) dated 1-1-1989 the Hon'ble High Court, Delhi held as follows :

"As the petitioners have put in more than 240 days of work in a year, they are liable to be absorbed in regular service in view of the numerous decisions of the Supreme Court.

For the aforesaid reasons the Writ Petition is allowed and a Writ of Mandamus is issued quashing the orders dated 11th December, 1987, whereby the services of the petitioners were terminated and a further writ of Mandamus is issued directing the respondents to regard the petitioners as regular employees of the respondent institute and the institute is further directed to pay to the petitioners full back wages and allowances which they would have been entitled, if their services had not been illegally terminated. The Respondents are directed to reinstate the petitioners forthwith and should thereafter pay the petitioners the arrears of salary, allowances etc., within two months from today". (Labour Law Notes 1989-II Page 890-92).

From the above it is clear that the management of Singareni Collieries Company instead of absorbing in regular service had resorted to illegal retrenchment against Section 25-F of the I.D. Act. Therefore the demand of the workman that he should be reinstated with full back wages from the date of termination, is quite justified. We therefore pray the Industrial Tribunal to consider over this sympathetically and quash the termination and award for the reinstatement of Sri P. Raghunath Rao with full back wages and the management should pay the costs.

3. The brief facts of the counter filed by the Respondent read as follows :—It is true that the workman in dispute was appointed on 10-11-1981 as Badli Worker in Goleti No. 1 Incline, Bellampalli, on 31-10-1983, the Respondent terminated his services in view of as on that day there was no available vacancy and the workman also not evincing any interest in the work. The workman never approached this Respondent for the last 5 years and for the first time raised this dispute in the month of August, 1988. The workman in dispute

from January 1983 to October, 1983 while he was working as Badli itself worked only for 84 days. The workman in dispute has not worked for 190/240 days in any calendar year. As such, the provisions of I.D. Act much less the provision of retrenchment is not applicable to the Petitioner's case. According to the Company's records Sri Raghunath Rao never put in 190 musters for eligibility of leave with pay. From November, 1981 to October, 1982 in different intervals Sri Raghunath Rao worked only for 194 days i.e. 194 days were spread over from 10th November, 1981 to 31st October 1982. As such the petitioner's contention is entirely for retrenchment compensation is not correct. The claim as made in the reference is bad in law and the petitioner as claim being a stale claim on this ground alone, the claim is liable to be dismissed in limini. The allegation that Sri P. Raghunatha Rao had put in one year's qualified service and he had put in 190 musters, as such provisions of I.D. Act applies is not correct and the Petitioner is put to strict proof of the same, and the workman was illegally retrenched and provisions of 25(F) of the I.D. Act applies and the action of the management is illegal, wrongful and unjustified is not correct. The petitioner Union has no right to make a demand for regular employment on the alleged ground that the workman in dispute put in 190/240 musters, Suresh Kumar Vs. Union of India case is not applicable to the petitioner's case. The petitioner Union is not entitled to make a demand either for reinstatement or for full back wages from the date of termination of the workman in dispute and the petitioner is put to strict proof of the same. This Hon'ble Court may be pleased to dismiss the claim of the petitioner Union.

4. The point for adjudication is whether the action of the Respondent in terminating the services of Sri P. Raghunatha Rao, Badli Worker w.e.f. 31-10-1983 is justified or not ?

5. W.W.I was examined on behalf of the Petitioner Union and marked Exs. W1 to W6. M.W.I was examined on behalf of the Respondent and marked Ex. M1 only.

6. W.W.I is P. Raghunatha Rao. He deposed in brief that he is the concerned workman in this I.D. He joined the service of the Respondent as Badli Worker on 10-11-1981 at Goleti Incline. He worked regularly from the date he joined the service. From the date of his appointment, he worked more than 190 days during 12 calendar months i.e. till the end of October 1982. In the year 1983 he was not regularly given the work and used to send him back on soke days stating that there was no work for him. He reported for duty on 2-11-1983 and he was not taken into duty and the Personnel Officer told him that he was terminated. The management did not give him any termination letter and he was orally informed that he was terminated from service. The management did not issue any charge sheet to him and did not conduct any domestic enquiry against him for any misconduct. The Respondent Company did not issue him one month's notice nor did it pay him one month's salary in lieu of not issuing one month's notice, nor did it pay him any retrenchment compensation at the time of termination. After he was removed from service he met several times the Colliery Manager but he did not take him into duty. After he was removed from the service, thousands of new workers were taken into service. He prays the Court to pass an Award directing the respondent to reinstate him with full back wages.

7. M.W.I is C. Gopal Rao. He deposed that he is aware of the facts. W.W.I never worked for 190 days in any calendar year, during the years 1981, 1982 and 1983. He worked for 35 days in the year 1981, 169 days in the year 1982 and 84 days in the year 1983. The working days of W.W.I is borne out by the recorded evidence in the muster rolls maintained by the Respondent. W.W.I was not eligible for any leave with pay during the relevant period. Badli Worker is a substitute for the absentee permanent worker and he is not entitled for sick leave as per the Standing Orders of the Respondent. The petitioner is not justified in claiming 15 days as sick leave per year, for W.W.I. It is not correct to state that W.W.I put in 190 musters in the year 1982 as claimed by the petitioner Union. After putting 190 days attendance in any calendar year the badli workers will be made by the permanent worker depending upon the vacancies in the permanent workmen. W.W.I never approached the management.

8. In this dispute the evidence adduced by Sri P. Raghunath Rao as W.W.I that he was appointed as a Badli worker on 10-11-1981 at Goleti 1 Incline and worked regularly from the date he joined duty. From the date of his appointment he worked more than 190 days during 12 calendar months i.e. till the end of October 1982. In the year 1983 he was not regularly given the work and he was sent back some days stating that there was no work. After his termination he gave an application to the Colliery Manager Goleti 1 Incline on 2-11-1983 which is Ex. W-1 but Colliery Manager told orally that there was no work for him but did not give any termination letter. W. W-1 further stated that he was not given any charge sheet nor any domestic enquiry was conducted for any misconduct. He further stated that the Respondent did not issue one month's notice, nor did it pay him one month's salary in lieu of not issuing one month's notice, nor did pay him any retrenchment compensation at the time of his termination. He also stated that after his removal he went round the manager several times but he was not taken on duty. He further stated that when thousands of new workers were recruited, management did not issue any notice asking him to join the duty. In June 1988 after getting service certificate (which is Ex. W-2) he represented his case with the General Manager, Bellampalli (Ex. W-3) and Shri G. Ganga Ram Chief Vice President, S.C.W. Union also met General Manager along with him but the General Manager did not agree to take him on duty and at this juncture, union raised dispute with the A.L.C. Mancherial which ended in failure. A perusal of Ex. W-2 the service certificate, it is mentioned that during the 12 calendar months from the date of his appointment from 10-11-1981 to the end of October, 1982 that the workman Shri Raghunatha Rao has worked for 216 days. From 10th November, 1981 to 31st October, 1982 he has worked for 194 days. The counter of the Respondent stated as follows : From November, 1981 to October, 1982 in different intervals Shri Raghunath Rao worked for 194 days i.e. 194 days were spread over from 10th November, 1981 to 31st October, 1982. The Respondent examined M. W-1 wherein his deposition has confused the issue since instead of 12 calendar months from the date of his appointment, he stated that in any calendar year he (workman) did not work for 194 days but as per the attendance figures in his statement and the figures in service certificate are tallying and only attendance come to 194 days apart from sick leave, earned leave and paid holidays musters. Regarding attendance of November, 1981 and December, 1981 there is difference of 3 days but M. W-1 in his deposition stated that workmen put in 35 days attendance during 1981 in November, 1981 and December, 1981. Moreover the figure of 194 was agreed by the Respondent in the 3rd page of their counter statement. If 15 days of sick leave, 5 days of paid festival holidays (upto October, 1981) and 2 days proportionate earned leave for 1981 is also included, it comes to 216 days. M. W-1 in his chief examination also tried to confuse by using the word calendar year instead of 12 calendar months. He also stated that after putting 190 days attendance in any calendar year, the badli worker will be made permanent worker depending on the vacancies. The workman in dispute who has put in 194 days pure attendance has got the status of permanent worker as per the statement of M. W-1. Further in the cross examination of M. W-1 agreed and said it is true that the workman is entitled for 15 days sick leave as per service certificate given by the Respondent. He also stated that Management is calculating all the paid holidays earned and sick leaves for completing 190 days musters during the period of 12 months. M.W-1 further stated that no charge sheet was issued to the workman nor any domestic enquiry was conducted against the workman and that the management did not pay any terminal benefits to the workman at the time of termination. He also stated that after 1983 new persons were recruited but Management did not issue any notice to the workman directing him to report for duty within particular time. Hence from the depositions of W. W-1 and M. W-1 and the records of the Respondent it has been fully proved that the Respondent has resorted to retrenchment of Shri Raghunath Rao which is wrongful, illegal and unjustified. The Petitioner Union quoted a few interesting case law of A. P. High Court in this dispute, an Employee of Indian Air Lines, worked as a casual labourer in 1972, 1973 to cover in 1973. Worker not engaged by the management after the lockout was lifted. Again he was employed in 1987. In 1984 worker making a claim to be made permanent employee on the ground that he worked for more than 240 days in 1972, 1973—Labour

Court ordering reinstatement with full back wages, validity questioned." Award modified holding the workmen will be entitled to the full back wages from the date of raising the dispute till the date of reinstatement (1989-II L.R. p. 86).

9. The contention of the management in their counter statement that the workman Shri P. Raghunath Rao has abandoned service is quite erroneous. The Petitioner-Union cited one case law of Bombay High Court Gaurishankar Vishwakarma V. Eagle Spring Ind. (LLN 1988—page 259) wherein it was held :

"It is now well settled that even in the case of abandonment of service, the employer has to give a notice to the workmen, calling upon him to resume his duty and also to hold an enquiry before terminating his service on that ground."

In the present case the Respondent-Management has done neither, it was for the Respondent-management to prove that the workman had abandoned the service. Another decisions of the Supreme Court of India dated 16-1-1976 between STATE BANK OF INDIA v. N. SUNDERMONY it has been clearly stated that every termination due to any reason whatsoever amounts to retrenchment. That in Supreme Court Labour Judgments 1976 Volume 13 it is held "If the workmen swim with the harbour of Section 25-F he can not be retrenched without payment at the time of retrenchment, compensation computed as prescribed therein, read with Section 25-B (2) whatever the reason, every termination spells retrenchment." Nextly Section 25—25-F 2(oo) of the I. D. Act stipulates that "in continuous service for not less than one year" Meaning of expressing workmen having worked for 240 days or more in past twelve months deemed to be in continuous service for a period of one year—"Actually worked under the employer" Meaning of Days for which wages paid included". (Naresh Chandra Srivastava V. Scooters India Ltd. Lucknow, 1987 (54) FLR 22 (Labour Law Digest Volume II page 478). In so in view of all the facts of the case laws, it is quite clear that the action of the Respondent in terminating the service of Shri P. Raghunath Rao, Badli Worker w.e.f. 31-10-1983 is not justified. It is nothing but wrongful and illegal retrenchment.

10. In the result, the action of the Management of M/s. Singareni Collieries Company Limited, Bellampalli in terminating the services of Shri P. Raghunath Rao, Badli Worker w.e.f. 31-10-1983 is not justified. Shri P. Raghunath Rao, is entitled for reinstatement with full back wages and with all attendant benefits.

11. Award passed accordingly.

Typed to my dictation, given under my hand and the seal of this Tribunal, this the 23rd day of November, 1993.

Y. VENKATACHALAM, Industrial Tribunal-I.

Appendix of Evidence.

Witnesses Examined on behalf of the Petitioner-Workman :

W. W. J. P. Raghunath Rao.

M. W. J. C. Gopal Rao.

Documents marked for the Petitioner-Workman :

Ex. W1/2-11-88.—Copy of the representation submitted by Shri P. Raghunath Rao, Badli Filler to the Colliery Manager Goleti-I Incline.

Ex. W2/8-6-88.—Photostat copy of the Service Certificate issued by the Supdt. of Mine, Goleti No. 1 Incline to Shri P. Raghunath Rao.

Ex. W3/11-6-88.—Copy of the Representation submitted by P. Raghunath Aso to the General Manager (P), S. C. Co. Ltd., Bellampalli.

Ex. W4/16-6-88.—Copy of the Representation submitted by B. Gaaga Ram, Chief Vice President, CC, S. C. Union, Bellampalli to the ALC (C), Mancherial with regard to Shri P. Raghunath Rao, Badli Worker, Goleti-I Incline.

Ex. W5/15-2-89.—Copy of the Minutes of Conciliation Proceedings held between the Management of M/s. S. C. Co. Ltd., Bellampalli (P) Area and their workmen before the Asstt. Labour Commissioner (C), Mancherial.

Ex. W6/28-2-89.—Copy of the Failure of Conciliation Report submitted by Asstt. Labour Commissioner (C), Mancherial to the Secretary, Government of India, Ministry of Labour, New Delhi with regard to P. Raghunath Rao.

Documents marked for the Management :

Ex. M1.—Pay Sheets from 11/81 to 10/83.

नई विस्ती, 27 दिसम्बर, 1993

का. आ. 292.—ओद्योगिक विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एस. सी. सी. प्ल. के प्रबन्धसंघ के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अमृतांध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय मरकार ओद्योगिक प्रधिकरण, हैदराबाद के पंचपट को प्रभागित करती है, जो केन्द्रीय सरकार को 24-12-93 को प्राप्त हुआ था।

[स. एस.-21012/49/87- डी-III (बी)]

मी.एस. ईविड, डेस्क अधिकारी

New Delhi, the 27th December, 1993

S.O. 292.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of S.C.C. Ltd. and their workmen, which was received by the Central Government on 24-12-1993.

[No. L-21012/49/87 D-III(B)]
B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-I AT HYDERABAD

PRESENT:

Sri Y. Venkatachalam, M.A., B.L., Industrial Tribunal-I.
Dated : 23rd day of November, 1993

INDUSTRIAL DISPUTE NO. 2 OF 1988

BETWEEN:

The Workmen of S.C. Co. Ltd., Seerampur Division
Adilabad Distt. (A.P.)—Petitioner.

AND

The Management of S. C. Co. Ltd., Seerampur Division, Adilabad Distt.—Respondent.

APPEARANCES:

M/s. G. Bikshapathi, G. Vidyasagar, V. Viswanathan and N. Vinesh Raj, Advocates for the Petitioner.

M. S. K. Sriparasa Murthy, G. Sudha and Mitra Das—
Advocates for the management.

AWARD

The Government of India, Ministry of Labour, by its order No. 12012/49781-DHII (B) dt. 31-12-1987 referred the following dispute under Section 10(1)(u), (2A) of the Industrial Disputes Act, 1947 between the employers in relation to the management of Singareni Colteries Company directed Sreerampur Division and their workmen to this Tribunal for adjudication:

"Whether the action of the management of the Singareni Colteries Co. Ltd., in dismissing from service Sri V. Lakshman, Coal Filler was justified. If not, what relief is the workmen entitled to?"

This reference was registered as Industrial Dispute No. 2 of 1988 and notices were served on both the parties.

1. The brief facts of the claim statement filed by the Respondent read as follows :—It is submitted that the workman Sri V. Lakshman, Coal Filler was appointed as junior Coal Filler in the year 1983. The workman is not ince bearer of any Trade Union nor is he Associated with any Trade Union activities. While so, the workman was on duty on 25-7-1986 in second shift i.e. 3:00 P.M. to 11:00 P.M. He was directed to work at 3-B seam 5 dip. In the said seam about 24 workers including coal cutters are engaged. In the mine about 1,200 workers are engaged. At about 10:00 p.m. the coal cutters and other workmen were informed that the wire was snapped and repairs are being undertaken. The coal cutters were asked to work at 3-A seam. In this regard it is submitted that the loading operation at 3-B seam is of shoulder load i.e. the coal is hived through the usage on Shoulder, while in 3-A seam the loading is done on head load system for which towels are necessary and essential to keep on their heads. The coal fillers expressed their inclination to work in 3-A seam in view of head load system. The workman was one of the Coal Fillers in the group and no special interest was evidenced by him in this regard. However, the management did not provide any duty from 8:00 P.M. to 11:00 P.M. The workmen left the spot after 11:00 P.M. when the duty hours are over. The coal fillers as usual attended second shift on 26-7-1986 and the officers have informed the workmen that they will not get fall back wages on 25-7-1986. The coal fillers refused to enter the mine. Since 18 coal fillers in said seam refused to work the workmen was also made to follow them. However again started working from 31-7-1986. Sri Lakshman was not at all connected with the refusal nor any alleged strike. However to the surprise of the workman a charge sheet dated 4-8-1986 was issued to him alleging that he disobeyed the orders of his superiors and that he incited the other workmen to go on strike, thereby committed misconduct under Standing Orders 16(1), 16(19) and 16(9) of the Company Standing Orders. The workman denied the charge. Thereafter an enquiry was conducted by Sri P. Ramakrishna, Personal Officer. The enquiry was conducted in most unfair and unreasonable manner. Without furnishing the findings of Enquiry Officer or that of disciplinary authority, the workmen was dismissed from service by the General Manager Sri S. K. Vig by an order dt. 23-9-1986. It is submitted that the order of dismissal is illegal and unfair and therefore the Union took up the matter with the management to reinstate the workmen into service. It is submitted that the orders of dismissal dt. 23-9-1986 passed by the General Manager (Projects) Sri V. G. Vig is illegal. The coal fillers were forced to stay away from the work and the workman Sri Lakshman was one of such persons. Except Sri Lakshman of the other 21 coal fillers were either issued with the charge sheet nor awarded any punishment. The workman cannot be singled out and discriminated in the matter of punishment when it is specifically alleged as concerted action. In any event the order of the dismissal is unwarranted and highly discriminatory. The matter relating to fall back wages was admitted in conciliation and the workman was dismissed when the conciliation was pending. The Management ought to have taken permission before dismissing the workman. On this ground also dismissal is bad. The punishment is shockingly disproportionate to the gravity of the misconduct alleged against the workman. It is prayed that the Hon'ble Court may be pleased to declare the

enquiry conducted by the management as illegal and invalid and inviolate of principles of natural justice and consequently set aside the order of dismissal and pass an award, directing the management to take the workman into service with full back wages and other attendant benefits and grant such other orders that are deemed fit and proper.

3. The brief facts of the counter filed by the Respondent read as follows :—It is true that the Union raised this dispute of Sri V. Lakshman, Coal Filler. It is true that this petitioner was initially appointed as Baan Workman in the year 1983. It is also true that he was regularised in the service in the year 1986 and posted as Coal Filler in Sreerampur No. 2 Incline. It is submitted that on 25-7-1985 when this petitioner was working in the 2nd shift along with the other coal fillers, the workman in dispute was asked to work in 5 Dip of 3-B seam. At 5:00 p.m. because of the snapping of Haulage Rope, the Mining Sardar Sri A Venkateswara Rao instructed the Petitioner and the other workmen to fill the cost at 3-A seam. But the workman in dispute refused to go to 3A seam and intimated that he should be supplied tubs at 5 Dip of 3B seam only. The workman in his explanation dt. 7-8-1986 to the charge sheet dt. 30-7-1986 stated that all the other fillers were reluctant to work in 3A Seam and as such, he also could not go in the absence of other Fillers to work at 3A seam. To get over the 2nd and 3rd charges in the charge sheet dt. 30-7-86 the Petitioner has chosen to make this allegation. Though specific instructions were given on 25-7-1986 stating that after 5:00 p.m. all the Coal Fillers have to work at 3A seam they have refused to do so. The incident of 26-7-1986 has been given as charge No. 2 in the charge sheet dt. 30-7-1986. From 26-7-1986 the workmen have gone on strike for 4 days. With regard to the fall back wages, the Union made a demand and raised a dispute by moving the machinery under the I.D. Act. The allegation that because 18 workmen refused to work, the workman in dispute, Sri V. Lakshman also followed them is not correct. Infact it is Sri V. Lakshman who has instigated them not to go into the mine, and the Petitioner is responsible for the loss of production caused to the Respondent. After the negotiations only, the workmen once again started working from 31-7-1986. In view of the misconduct committed by the workmen, the Management has issued a charge sheet with all details under the Standing Orders 16(1), 16(19) and 16(9). The workmen submitted his explanation and as the Management was not satisfied with the explanation appointed Sri P. Ramakrishna, Personnel Officer to conduct enquiry. The Management has received the enquiry proceedings along with the findings and the General Manager has gone through the entire enquiry proceedings, past record of the workman, applied his mind and then only passed the order of dismissal on 23-9-1986. The charge sheet has been issued by the Competent authority alone. On his instructions the workmen have not worked in 3A seam on 25-7-1986 and he was also the cause for the entire 4 days strike. As such the allegation that this workman has not instigated the workmen to go on illegal strike, cannot add strength to his case. The alleged ground that the Enquiry Officer being subordinate to the General Manager has conducted enquiry, which will cause prejudice to the workman is not correct. The allegation that this workman only was punished, and the other 21 Coal Fillers were not punished does not arise. It is submitted that the allegations are not tenable and the General Manager has applied his mind. Looked into the past record and then passed the order of dismissal. The allegation that the punishment is shockingly disproportionate to the gravity of the misconduct is not correct. In view of the above mentioned facts, the reliefs prayed by this Petitioner are not correct. The enquiry was done properly and as per the principles of natural justice and the dismissal order passed is valid under law. As such, the petitioner is not entitled for reinstatement into service with full back wages and other attendant benefits as prayed for. In view of the abovementioned facts, this Hon'ble Tribunal may be pleased to dismiss the claim petition of the petitioner.

4. The point for adjudication is whether the action of the Respondent in dismissing from service Sri V. Lakshman, Coal filler was justified or not?

5. At first this Tribunal has taken up the validity of the domestic enquiry as a preliminary issue before going into

the merits of the case. On 9-3-1990 this Tribunal passed the preliminary order as follows :

"Hence I find : that the pleas taken by the workman in sub-paras (a), (b), (d), (e), and (f) of para 6 of the claim statement are not tenable; that the pleas taken in sub-para (c) and (g) to (e) of para 6 of the claim statement can be considered only at the time of final enquiry but not at this stage; that the domestic enquiry is not just, valid and proper since a copy of the findings of the Enquiry Officer was not furnished to the workman before the final order of dismissal was passed; and this preliminary point is answered accordingly. In view of my above findings, the Management is at liberty to serve a copy of the findings of the Enquiry Officer on the Union who is representing the workman and they shall adduce necessary evidence before this Tribunal about serving of the copy and the workman is at liberty to adduce additional evidence, if any, after receiving the copy of the findings of the Enquiry Officer."

6. Subsequently WW-1 was examined on behalf of the Petitioner-Workman and marked only Ex. W1 on its side. On the other hand the Management examined MW-1 to MW-9 on its side and marked Exs. M1 to M15.

7. WW-1 is Suddapalli Lakshmaiah. He deposed that he is working in Singareni Collieries Company Limited since 1983. In 1986 he was working in S.R.P. 2 Incline as Coal Filler. He knows the Petitioner. He was in second shift on 25-7-1986. The second shift starts from 3 P.M. On 25-7-1986 they have gone underground after recording their muster rolls. They filled the coal in 3-A Seam when the tubs were not returned empty. The Mining Sardar came and told around 7.30 P.M. that the rope has been broken and they have to work in other Seam. They have stated that they will not be in a position to work in other Seam as the coal has to be filled by carrying coal baskets, on the head for which they did not get the towels. At 3-A seam they will carry the coal baskets on shoulders. There after the tubs checked one came and informed that the four employees can be acting as acting work. They have stated that all the 18 employees to be given as acting allowance. On completion of shift at 11 P.M. they claimed up the Mine. There their musters were not noted as acting. when they enquired with the Under Manager. The Under Manager refused to give acting allowance on the ground that they did not work in other Seam. On the next day when they came to second shift's duties they came to know that in the first shift the workmen were given acting allowance although the rope splicer was not repaid. Thereafter they insisted to give same treatment by giving acting allowance for the second shift on 25-7-1986. Then all of them did not go down the mine. They all jointly decided not to go down the mine.

8. M.W1 is Annagani Venkateswara Rao. He deposed in brief that previously he worked as Mining Sardar in the Respondent at Srirampur II Incline from 1983 to 1989. He knows the Petitioner Sri V. Laxman and he was working as Coal Filler till 1986 in Srirampur No. II Incline. On 25-7-1986 he was on duty in second shift. On that day Hauler rope was snaped, at about 4.40 P.M. He informed about this to the Overmen. my superior and he instructed him to allot the coal fillers. He allotted the workmen working under him i.e. 7 and 8 Gangs to work in III-A seam. They did not go to 3-A seam to work there as per his instructions. On the information given by him to the cover and by name Sri B. Raja Mouli also came to the spot and requested the Petitioner and the other workman to go and work in 3-A Seam, but they refused. Then the Under Manager by name Venkata Chalapathi asked these workmen to come for acting work and they refused for that also. The said workman sat there only till the shift ends that is upto 11 P.M. and later went away to their houses. The second shift is from 3.00 P.M. to 11.00 P.M. In that shift the 7th and 8th gang workmen did not give any production. On the next day i.e. on 26th July, 1986 the workmen in Gang Nos. 7 and 8 demanded fall back wages for 25-7-1986 and the discussion was going on between the said workmen and the management with regard to the payment of fall back wages for 25-7-1986 and at that point of time he went into the mine to attend his work. On this issue there was a strike in all the shifts in the torie S.R.P. II Mine for a period of five days and there was no production during that period of five days. The petitioner instigated all the workmen to go on strike till the manage-

ment agrees to pay the fall back wages for 25-7-1986 for workmen in Gang Nos. 7 and 8. The coal fillers, the coal cutters, timbermen trammers went on strike during those five days.

9. M.W2 is Paniganti Venkaty. He deposed that he knows the petitioner and he also worked in the Respondent at Srirampur till 1986. In S.R.P. II. On 26-7-1986 he was in the general shift, from 7 A.M. to 5.00 P.M. While working in the general shift he will be writing mines report for the second shift which is from 3 P.M. to 11 P.M. He went to S.R.P. II by about 4 P.M. for writing the report from the office and he found that all the workers did not go to the Mine. By the time he went there the Manager was asking the petitioner to allow the other workmen to go into the Mine and work and asked Laxmaiah i.e. Petitioner and 3 or 4 workers to go with him to the General Manager to discuss about the issue of the payment of fall back wages for 25-7-1986. The Petitioner refused to go with the manager to the General Manager and asked the Manager to bring the General Manager there. The Manager phoned to the General Manager and the General Manager, Mines Agent and the Personnel Manager, came to the spot, and requested the Petitioner to allow all the workmen to go into the Mine and work and asked Laxman i.e. petitioner to go with him along with one of the gangmen but the petitioner did not agree for it. The petitioner was leading the workmen there and therefore the General Manager asked the petitioner to go with him to his office for discussion. The strike went on for a period of five days and the petitioner used to come to the S.R.P. II Mine at about 5 A.M. on all those five days to stop the other workmen from attending the duty.

10. MW-3 is B. Rajamogili. He deposed in brief that he knows the facts of this case on 25-7-1986 he was working in the second shift 'Z' relay Overman. He distributed the workers to different spots of work at 3 P.M. on that day as usual. I sent gang Nos. 7 and 8 of Machine No. 4 to work at 5 Dip 6 'B' Seam. At about 4.45 P.M. Mine Sardar of that area i.e. M.W1 sent a report to him stating that the rope hauler was broken. On receiving the report from M.W1 he instructed him to take the workers in Gang nos. 7 and 8 to 3-A Seam and make them to work there. Thereafter he went to 5 Dip 3 B Seam and he asked MW-1 as to what happened, and he told him that the workmen did not incline to go to 3A seam and work there at the instigation of the petitioner and he also told him that the petitioner obstructed the workmen to go to 3-A seam and work there. The petitioner told him that once they are allotted to 5 Dip 3-B Seam they need not go to other spot for work and that he cannot ask them to go and work elsewhere and he asked him to show him the work at 5 Dip 3-B seam and told me that they will attend the work there. Then he told the petitioner and other workman that he is removing the Sardar i.e. MW-1 from that spot and asked them to go away and that they need not wait there. Then the petitioner told him that they will sit there only and if any is entrusted to them at that spot they will attend to it. On the same day i.e. 25-7-86 the workmen i.e. coal fillers of Gang Nos. 7 and 8 came to him and asked him to write to fall back wages. Then he told them to go and ask the shift incharge and if he instructs him to write for fall back wages he will write for fall back wages. The fall back wages will be paid to piece rate workers when the work allotted to them could not be completed due to break down of any machinery or due to non-apply of the materials for them to work. On 26-7-1986 he distributed the work as usual and all the workers went to work at their respective places allotted to them. The workmen in Gang Nos. 7 and 8 did not go for work. Then he asked them as to why they are not going for work. They asked him to tell them about the fall back wages of the previous day, and they told him that they will go to the work if they are given fall back wages of the previous day, otherwise they do not go for work. When the workmen of Gang Nos. 7 and 8 refused to go for work, the Manager by name B. Sambi Reddy, the Dy. Personnel Manager Sri Sudhir Kumar, Agent by name Tilak and General Manager Sri S. K. Wig came and told the workmen that if they are entitled for fall back wages they decide it within 2 or 3 days and pay the same, and then the petitioner told them that if they agree to pay the fall back wages then only the workmen will go for work.

11. M.W4 is K. V. Chalpatni. He deposed in brief that he knows the facts of this case. He was working to second shift i.e. from 3 p.m. to 11 p.m. On 25-7-1986. He went to distribution point at about 3 P.M. on that day and called the Overmen M.W3 (P. Raja Mogili) and instructed him to distribute the workers who are already booked their muster in the Manway. He allotted the work to Gang Nos. 7 and 8 at 5 Dip 3-B Seam district with Machine No. 4. All the workers have gone down at about 3.20 p.m. then he went to Manager's room to report about the distributions and to enquire about the material position in the underground to arrange the same for smooth running of the Mine. At about 5 p.m. he was informed by M.W3 that he got the information from M.W1 that haulage rope of 5 Dip 3-B seam district got snapped and empties cannot be supplied into that District. Immediately he discussed with M.W3 to decide another nearby working spot and he decided 3-A seam to send the Coal Fillers in Gang Nos. 7 and 8 to work there. The workers in Gang Nos. 7 and 8 were asked to go and work in 3-A Seam by M.W1. Later M.W1 reported to overman M.W3 that the petitioner refused to go to 3-A Seam and M.W3 in his turn informed the same to him. He instructed M.W3 to go and personally convince the petitioner and other workers and to withdraw M.W1. He could not go to the spot immediately as he was attending the urgent work for replacing of the rope at 5 Dip on the surface. At 7.30 P.M. he along with M.W3 and Rope Splicer went to 5 Dip District to have a trial of that hauler. There they refused man power and he has sent a request to the coal fillers to come there for acting. The petitioner told him that once the management distributed the work if by chance some break down takes place there itself and they will not go to other working spot for work there and that they should get their fall back wages. At about 11 P.M. the petitioner along with other coal fillers came to his office and demanded the fall back wages. Then the petitioner along with other coal fillers came at there and demanded fall back wages for the previous day. Then he told him the same things that they are not entitled for fall back wages. After distributions of the work he went back to his office room. At about 3.15 p.m. M.W3 came to him and told him that 7 and 8 gang coal fillers are not going down for work and that they are demanding the fall back wages for the previous day. Then he was to the working spot and he has been that the petitioner was actively canvassing not go down till fall back wages matter is settled.

12. M.W5, M.W6, M.W7 and M.W8 and M.W9 corroborated the evidence of M.Ws 1 to M.W4.

13. In this dispute the pleas taken by the workmen in sub-para (c) and (g) to (o) of para 8 of the claim statement has to be considered. The workman was only a coal filler among the other coal fillers in the incline and he does not command the workmen nor was he an office bearer of any Union. Therefore the charge that the workman incited others to go on illegal strike is false and baseless. The contention of the Respondent is that as ar. afterthought the Petitioner has chosen to take up this defence, that being only a Coal Filler among the other Coal Fillers in the Incline, he does not command the workmen, nor he was an office bearer of any Union. Infact, this workman commands the entire gang. I find that the Respondent has not proved that the workman commands the entire gang. As a matter of fact, the workman is neither an office bearer of any union nor he commands the workmen. Hence the contention of the Respondent fails. Next with regard to (1) of para 8 of the claim statement mentions that the Coal fillers were forced to stay away from the work and the workmen Sri Lakshman was one of such persons. Except Sri Lakshman none of the other 2 coal fillers were either issued with the charge sheet or award any punishment. The workman cannot be singled out and discriminated in the matter of punishment when it is specifically alleged as concerted action. It is true that when all the 21 coal fillers did work till 7.30 p.m. when the rope has been broken and they instructed to work in 3-A seam, all the coal fillers refused to work at 3-A seam as they have to carry the load on the head without the help of towels, whereas in their Seam they carry the load on shoulders which is convenient for them. When all the coal fillers were forced to stay away from the work, Sri Lakshman was one among them. If Lakshman had alone stayed away from work, then he can

be issued with the charge sheet. Here when all the coal fillers abstained from work i.e. 21 number, the Respondent Management should have charge sheeted all the coal fillers who abstained from work or awarded the punishment. In this case I find that the Management has singled out Sri Lakshman from the coal fillers and issued with the charge sheet. I find it is clear case of discrimination in awarding punishment to only Sri Lakshman but not all others. When all the coal fillers abstained from work, the Respondent-management should have issued charge sheets to all the coal fillers who did not attend work after snapping of the rope. The next point that when the matter relating to fall back wages was admitted in conciliation and the workman was dismissed when the conciliation was pending. In this regard the Management has not taken permission before dismissing the workman. I find that when the matter relating to fall back wages was pending in conciliation, the Respondent Management ought not to have dismissed the workman Sri Lakshman from service without taking permission under the Act. I find it is highly discriminatory and unwarranted. The punishment awarded to Sri Lakshman is shockingly disproportionate to the gravity of the misconduct alleged against the workman. I find it is fit case to set aside the order dated 23-9-1986 of dismissal passed against the workman Sri Lakshman from service.

14. In the result, the action of the Management of the Singareni Collieries Company Limited in dismissing from service Sri V. Lakshman Coal Filler was not justified. The workman Sri V. Lakshman is entitled to be reinstated service with full back wages and all other attendant benefits.

Award passed accordingly.

Typed to my dictation, given under my hand and the seal of this Tribunal, this the 23rd day of November 1993.

Y. VENKATACHALAM, Industrial Tribunal-I

Appendix of Evidence

Witnesses Examined for

the Management :

M.W 1 Sri Annagani Venkateswara Rao

M.W 2 Sri Paniganty Venkay

M.W 3 Sri B. Rajamogili

M.W 4 Sri K. V. Chalapaty

M.W 5 Sri B. Sambi Reddy

M.W 6 Sri Ch. Surya Rao

M.W 7 Sri Shard Vaman Tilak

M.W 8 Sri B. E. Raju

M.W 9 Sri Sved Habbib Husain

Witnesses Examined for

the Workmen:

W.W 1 Suddapalli Laxmaiah

Documents marked for the Management

Ex. M1/26-7-86—Copy of the Lockout notice issued by the Colliery Manager, Suranipur No. 2 Incline.

Ex. M2/11-7-86—Copy of the letter addressed by the G.M. (P), RKP and SRP to the SOM. SRP. 1/ SRP 2 C.M.82, RK. 7/RK, 8/SRP. 2A with regard to Target for the month of July, 1986.

Ex. M3/27-7-86—Copy of the letter addressed by the Colliery Manager to the Regional Labour Commissioner (C), Hyderabad along with the letter the Colliery Manager sent form No. 'N' to the RLC (C), Hyderabad.

Ex. M4/1-8-86—True copy of the letter adddresssed by the Colliery Manager to the Regional Labour Commissioner (C), Hyderabad along with the letter the Colliery Manager sent form 'V' to the RLC (C), Hyderabad.

Ex. M5/27-7-86—Office copy of the Telegram.

Ex. M6/30/7-86/4-8-86—Copy of the Charge Sheet issued by the Colliery Manager, S.C. Co. Ltd., Sreerampur No. 2 Incline to V. Laxman.

Ex. M7—Handage Rope recorded book of SRP-2.

Ex. M8—Relevant entry at page No. 75 of Ex. M7 about the replacing of the rope on 26-7-86.

Ex. M9—Overman report book maintained at SRP 2 Incline for the month of July, 1986.

Ex. M10—Relevant entry dated 25-7-86 in Ex. M9.

Ex. M11—C Register (attendance Register on 26-7-86).

Ex. M12—Relevant entry in Ex. M11.

Ex. M13—Coal miners pay sheets register.

Ex. M14—Relevant page in Ex. M13 for July, 1986.

Ex. M15—Enquiry proceedings pages from 136—185. Document marked for the Workmen.

Ex. 1—Statement of Sri K. V. Chalapati in the proceedings of the Enquiry Officer at page 69.

M/s. K. Srinivasa Murthy, G. Sudha, Advocates for the Respondent.

AWARD.

The Government of India, Ministry of Labour, by its Order No. 220/12/110/789-IR(C-II) dated 4-9-1989 referred the following dispute under Section 10(1)(d) (2A) of the Industrial Disputes Act, 1947 between the employers in relation to the Management of M/s. Singareni Collieries Company Limited, Bellampalli and their workmen to this tribunal for adjudication :

"Whether the action of the Management of M/s. S.C. Co. Ltd., Bellampalli in terminating the services of Sri G. Odeloo, Badli Worker w.e.f. 20-2-1983 is justified ?

If not to what relief the workmen concerned is entitled?"

This reference was registered as Industrial Dispute No. 65 of 1989 and notices were served on both the parties.

2. The brief facts of the claim statement filed by the Petitioner Union read as follows:—Sri G. Odeloo was appointed on 12-1-1981 as a Badli Worker in Goleti No. 1 Incline, Bellampalli area. The management stated that Sri G. Odeloo was terminated from the service of the company in Goleti No. 1 Incline w.e.f. 20-7-1983. After his termination several thousands of new workers were recruited but Sri G. Odeloo was not taken back on duty. As per the provisions of the I.D. Act, the retrenched workman should be given preference when new persons are being recruited. The Superintendent of Mines, Goleti No. 1 Incline issued service certificate vide his letter dated 9-4-1983. As per this certificate, it is evident that the workman has actually worked above 190 days under the employer during the period of 12 months from the date of his appointment. After getting the service certificate from the Manager of Goleti No. 1 Incline, the workman applied the General Manager (Projects), Bellampalli in April 1988 to allow him on duty, hence the Union raised the dispute. The case of the workman is that Sri G. Odeloo has put in one year's qualified continuous service during the period of 12 calendar months from the date of his appointment since he has put in above 190 masters in the Underground, hence the management cannot terminate his services under the provisions of the I.D. Act. In this way the management has illegally retrenched him from the service of the company without complying with the Section 25-F of I.D. Act hence the action of the management is illegal and unjustified. It is well settled that a daily wages who works for more than 190/240 days in a year in an industry has to be regarded as having been regularly appointed. The service of such an employee is liable to be regularised. It is clear that the management of Singareni Collieries Company Limited instead of absorbing him in regular service had resorted to illegal retrenchment, violating section 25-F of the I.D. Act, therefore the demand of the workman that he should be reinstated with full back wages from the date of termination is quite justified. We therefore pray the Industrial Tribunal to consider over this sympathetically and quash the termination and award for the reinstatement of Sri G. Odeloo with full back wages:

3. The brief facts of the counter filed by the Respondent read as follows:—It is true that the workman in dispute Sri Gaddam Odele was appointed on 12-1-1981 as Badli Worker in Goleti No. 1 Incline, Bellampalli. On 20-7-1983 the Respondent terminated his services in view of as on that day there was no available vacancy and the workman also not evincing any interest in the work. The workman in dispute, from January, 1983 to 20th July, 1983 while he was working as Badli, itself worked only for 16 days. The workman in dispute is not a permanent employee of the Respondent. According to the Company's records, Sri Gaddam Odele never put in 190 masters for eligibility of leave with pay. It may be noticed that the yearly master particulars are as follows: Sri Gaddam Odele was appointed on 12-1-1981 and in that calendar year which ends on 31-12-1981, Sri Gaddam Odele had put in 177 masters. The allegation that Sri Gaddam Odele had put in one year's qualified service and he had put in 190 masters, as such provisions of I.D. Act ammies is not correct and the Petitioner is not to strict proof of the same and the workman was illegally retrenched and provisions of Section 25-F of the I.D. Act applies and the action of the management is illegal and unjustified is not correct. The Petitioner Union has no right to make a demand for regular

नई दिल्ली, 27 दिसम्बर, 1993

का. अ. 293.—ओडियोगिक विवाद अधिकारी, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एक की सीएल के प्रबन्धालय के संबद्ध नियोजितों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओडियोगिक विवाद में केन्द्रीय सरकार ओडियोगिक अधिकरण, हैदराबाद के पंचपट को अक्षतिगत कर रही है, जो केन्द्रीय सरकारने 24-1-1983 को प्राप्त हुआ था।

[सं. एल-22012/110/89-प्राइ आर (सी-II)]
बी. एम. डेविड, डैस्क अधिकारी

New Delhi, the 27th December, 1993

S.O. 293.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of S.C.C. Ltd. and their workmen, which was received by the Central Government on 24-12-1993.

[No. L-22012/110/89-IR(C-II)]
B.M. DAVID, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL AT HYDERABAD

PRESENT :

Sri Y. Venkatachalam, M.A., B.L., Industrial Tribunal-I.
Dated: 23rd day of November, 1993

Industrial Dispute No. 65 of 1989

BETWEEN

The Workmen of S. C. Co. Ltd.,
Bellampalli, Bellampalli P.O.,
Adilabad District.

Petitioner.

AND

The Management of S. C. Co. Ltd.,
Bellampalli, Bellampalli P.O.,
Adilabad District.

Respondent.

APPEARANCES

Sri B. Gangaram, Representative for Petitioner.

employment on the alleged ground that the workman in dispute put in 190/240 musters. The petitioner Union is not entitled to make a demand either for reinstatement or for full back wages from the date of termination of the workman in dispute. In view of the above mentioned facts, this Hon'ble Court may please to dismiss the claim of the petitioner Union.

4. The point for adjudication is whether the action of the Management of Singareni Collieries Company Limited, Bellampalli in terminating the services of Sri G. Odeloo Badli worker w.e.f. 20-2-83 is justified or not?

5. W.W.I was examined on behalf of the Petitioner-Union and marked Exs. W1 to W6. M.W.I was examined on behalf of the Respondent and marked Exs. M1 to M3.

6. W.W.I is Gaddam Odeloo. He deposed that he was appointed as Badli Filler on 12-1-1981. During 12 months from the date of his appointment, he has got 190 musters. On 20-2-1983 when he went to attend duty the Overman informed him that he has been terminated from service of the Company. On 22-2-1983 he has submitted application to the Colliery Manager. The Management did not allow him to duty. He was not given any termination letter. He was not given any charge sheet. Nor any enquiry was conducted. He was not given any retrenchment compensation. After his removal from service, many new persons were recruited in the Company. At the time of recruitment, he was not informed regarding the recruitment of new persons. During April, 1988 he had applied to the Colliery Manager for his service certificate. Ex. W2 is the muster particulars dated 9-4-1988. After taking the Ex. W2 he made an application to the General Manager, Bellampalli. Ex. W3 is the copy of the said application dated 16-4-1988. But the General Manager did not allow him to duty. He requested for reinstatement with back wages.

7. M.W.I is C. Gopala Rao. He deposed in brief that he knows the case of Odeloo in this case. Sri Odeloo is working as Badli Filler in Goleti I Incline, in Bellampalli Area. The badlies are used as substitutes for regular workmen. Because of absenteeism in the Respondent being very high from 40-45 workers for badli workers the Respondent maintains the record. The pay sheet of the workmen clearly indicates the number of musters and they put in Ex. M1 is the actual musters of wage pay sheets from January 1981, July 1983 31 sheets. As per Ex. M1 Sri Gaddam Odeloo has not completed 190 musters in any year. A badli has to put in 190 musters in the year to be eligible for next year leave with pay. For the purpose of calculation 190 musters means actual number of days worked but not the holidays. The Company area wise maintained the seniority list of badlies who have completed 190 musters depending upon the available vacancies the senior most badlies will be first regularised. By mistake the management 15 days salary was paid when he was sick. The 15 days sick pay which was paid to the Badli cannot be taken for the purpose of calculation of 190 musters.

8. In this dispute Sri G. Odeloo was examined as W.W.I and he adduced that he was appointed on 12-1-1981 as Badli worker in Goleti I Incline, Bellampalli area and worked regularly from the date of joining duty. He also stated that he had worked above 190 days during the period of 12 calendar months from the date of appointment i.e. from 12-1-1981 to 11-1-1982. W.W.I further stated that on 20th February, 1983 he went to the Mine to attend duty and he met P.O.A. and the P.C.A. informed that he was terminated from service from 20-2-1987. He further stated that he was not given any charge sheet nor any domestic enquiry was conducted for any misconduct, that the Respondent did not issue him one month notice nor did it pay him one month's pay and did not pay him any retrenchment compensation at the time of his termination. He further added that when thousands of new persons were recruited, the management did not send him any notice asking him to join the duty. In his application Ex. W3 the G.M. Bellampalli he gave the full particulars of his attendance, sick leave, paid festival holidays and the total musters has come to 204 days during the 12 calendar months but the G.M. did not allow him on duty. The contention of the Respondent that he was terminated in July, 1983 is wrongful and baseless

since the Colliery Manager has given the service certificate. From the service certificate which is marked as Ex. W2 it is clear that during the 12 calendar months from the date of his appointment i.e. from 12-1-1981 to the 11th January, 1982 he has put in attendance of 204 days. The contention of the Respondent that he is not eligible for earned leave since he did not put in 190 musters in the year 1981, is quite wrongful. The contention of the Petitioner union that the Respondent has forgotten the provision of proportionate earned leave if a workman is appointed otherwise than on 1st January as per Section 52 Sub-Section 3 of Mines Act 1952. Whereas the case of Sri Odeloo was appointed on 12-1-1981 and worked for 177 days during 1981 hence his eligible for 11 days earned leave during the year 1982. Section 52, Sub-Section 3 of the Mines Act, 1952 read as follows:

"A person whose service commences otherwise than on 1st day of January shall be entitled to leave with wages in the subsequent calendar at the rate specified in sub-section (1) if

- (A) In the case of a person employed below ground in a mine, he has put in attendance for not less than one half of the total number of days during the reminders of the calendar year and
- (B) In any other case, he has put in attendance for not less than two thirds of the total number of days during the remainder of the calendar year.

As seen from the above Section 52 Shri G. Odeloo who was appointed on 12-1-1981 and he has put in above 50 per cent of the total number of days, hence he is eligible for 11 days earned leave in the year 1982 i.e. from 1st January, 1982 onwards. In the counter of the Respondent and also evidence adduced by M. W-I has stated the same thing that if one puts in 190 musters in a calendar year only he is eligible for earned leave in the subsequent year. In the figure of 204 days in Item II, 4 days earned leave upto 11th January, 1982 can be added since Shri Odeloo worked for 7 days before 11th January, 1982 and if 4 days added, it comes to 208 days during the 12 calendar months from the date of his appointment. M. W-I has stated in his evidence as follow : "it is true that the workman is entitled for 15 days sick leave as per the service certificate given by the Management. The management is calculating all the paid holidays, earned leave and sick leave for completing 190 days muster during the period of 12 months". Section 25-F 25-R(2) defines that "A retrenchment compensation conditions for eligibility of expressing "Actually worked under the employer" meaning of Sundays and other paid holidays to be treated as days "actually worked under the employer".

9. As per the I. D. Act the Respondent should not violate the statutory provisions of Section 25-F, 25-G, 25-H and Rules 77 and 78 of I. D. (Central) Rules 1957. Sections 25-G and 25-H abstract not only the cases where the workman have put in statutory attendance of 190/240 musters but in all other cases also where the workmen does not put in 190/240 musters during the period of 12 calendar months.

10. Section 25-G and 25-H of the Industrial Disputes (Central) Rules 1957 Rules 77 and 78—Retrenchment of temporary employee without following the rules, Held illegal" according to rule 77 and 78 of the I. D. Central Rules 1957 the management is required to maintain the seniority list of retrenched workmen under Rule 77 and to re-employ the retrenched workman under Rule 78 by issuing registered letters before appointing fresh one. It is abundantly clear that the management was not adhering to the provisions of the rules under which it was mandatory to maintain seniority list of workmen. After termination of services of the workmen the admitted position is that the Rent management appointed a number of fresh hands but the list of such workman was not furnished even though it was called for during the course of conciliation proceedings.

11. The contention of the management in their counter statement and the statement of M. W-I that the workman Shri G. Odeloo has abandoned service is quite erroneous. The Petitioner Union cited case law of GOURISHANKAR

VISHWAKARMA v. EAGLE SPRING INDUSTRIES (P) LTD. (LLN. 1988-I page 259) held :—

It is well settled that even in the case of abandonment of service, the employer has to give a notice to the workman, calling upon him to resume his duty and also to hold an enquiry before terminating his services in that ground. In the present case the employer has done neither it was for the employer to prove that the workman had abandoned the service.

From the above it is quite clear and I am of the opinion and proved that the Respondent instead of absorbing Shri G. Odeloo in regular service, had resorted to wrongful and illegal retrenchment violating Section 25-F, 25-G, 25-H of the I.D. Act and I.D. (Central) Rules 77 and 78 of 1957. Therefore I find that the demand of the Petitioner Union that the workman Shri G. Odeloo should be reinstated with full back wages from the date of termination is totally legal.

12. In the result, the action of the Management of M/s. S. C. Company Limited, Bellampalli, in terminating the services of Shri G. Odeloo, Badli worker w.e.f. 20-2-1983 is not justified. Shri G. Odeloo is entitled to be reinstated in to service with full back wages and all other attendant benefits.

Award passed accordingly.

Typed to my dictation, given under my hand and the seal of this Tribunal, this the 23rd day of November, 1993.

Y. VENKATACHALAM, Industrial Tribunal-I

Appendix of Evidence.

Witness Examined on behalf

of the Workmen :

W. W-1 Gadda Odelu.

Witnesses Examined on behalf

of the Management :

M. W-1 C. Gopala Rao.

Documents marked for the Workmen :

Ex. W1/22-2-83.—Copy of representation.

Ex. W2.—Muster particulars of Gadda Odelu.

Ex. W3.—Application to the G.M., S.C. Co. Ltd.,

Ex. W4/16-6-80.—Letter to the ALC (Central) Government of India by the Petitioner Union.

Ex. W5.—Minutes of conciliation.

Ex. W6/28-2-89.—Failure Report.

Documents marked for the Respondent-Management :

Ex. M1.—Muster particulars from 1981 to July 1983 (Bunch) including the Petitioner.

Ex. M2/11-7-81.—List of Badges of Goleti I Incline.

Ex. M3/20-7-83.—Employment list where the petitioner is shown in Goleti Khani-I Incline.

नई दिल्ली, 29 दिसम्बर, 1993

का. आ. 294.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के प्रत्युत्तर में, केन्द्रीय सरकार यूनाइटेड इंडिया इन्स्योरेंस कम्पनी लि. के प्रबंध-तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में ओद्योगिक अधिकरण मद्रास के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-12-93 को प्राप्त हुआ था।

[एल-17012/31/79- शी. IV पा]

New Delhi, the 29th December, 1993

S.O. 294.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Madras as shown in the Annexure, in the industrial dispute between the employers in relation to the management of United India Insurance Co. Ltd. and their workmen, which was received by the Central Government on 29-12-1993.

[No. L-17012/31/79-D.IV.A.]

B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL NADU,
MADRAS

Tuesday, the 30th day of November, 1993

PRESENT:

Thiru K. Sampath Kumaran, B.A., B.L., Industrial Tribunal,

Industrial Dispute No. 39/1984

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workman and the management of United India Insurance Company Limited, Madras).

BETWEEN

The Workman represented by
The General Secretary,
General Insurance Employees' Association,
South Zone,
Bharat Insurance Bldg., Annex,
New No. 93, Mount Road, Madras-600002.

AND

The Manager,
United India Insurance Company Limited,
No. 24, Whites Road,
Madras-600006.

REFERENCE:

Order No. L-17012/31/79-D.IV(A), dated 5-5-1984,
Ministry of Labour and Rehabilitation, Department of
Labour, Government of India.

This dispute coming on for final hearing on 8th day of September, 1993 upon perusing the reference, claim and Counter statements and all other material papers on record and upon hearing the arguments of Thiru K. Chandru, Advocate appearing for the Workman and of Thiru S. Jayaraman, Advocate appearing for the Management and this dispute having stood over till this day for consideration, this Tribunal made the following :—

AWARD

This is a reference made for the adjudication of the following issue :

"Whether the action of the Management of United India Insurance Company Limited, Madras in categorising Shri T. S. Santhanam, as Special Assistant is fair just and legal? If not, to what relief is the workman concerned entitled?"

2. The petitioner filed the following Claim Statement.—T. S. Santhanam was employed by the Madras Motor General Insurance Company Limited in the year 1961 as Junior Assistant at their Madras Office. Subsequently he was promoted as Senior Assistant. The insurance business was nationalised by the General Insurance Business (Nationalisation) Act, 1972 by which the Madras Motor General Insurance Company Limited was also nationalised and was attached to the United India Insurance Company Limited. By virtue of the powers conferred under Section 16 of the Act, the Central Government framed a scheme known as General Insurance (Rationalisation and Revision of Pay Scales and other conditions of Service of Supervisory, Clerical, and Subordi-

nate Staff) Scheme, 1974. Another scheme viz. General Insurance Scheme, 1975 was framed for Officers. Before the nationalisation the different Companies which were doing General Insurance Business were adopting different standards for categorisation of their employees and the designation also differed from Company to Company. Even though the post of Senior Assistant in Madras Motor General Insurance Company Limited, was designated as a clerical post, the duties that were entrusted to the said post and performed by T. S. Santhanam were that of an Officer cadre. This would be clear from the various duties that were entrusted to T. S. Santhanam by the Madras Motor General Insurance Company Limited, before its nationalisation. The above referred two schemes were framed by the Central Government to bring uniformity among various designations and categories that were found in various private General Insurance Companies. Under this scheme persons who were already holding a particular post with a particular responsibility would be automatically categorised and fitted into any one of the schemes. A reading of these schemes would make it clear that it was not the label that mattered but it was the nature of duties performed by an employee which mattered. Before nationalisation, while working in the Madras Motor General Insurance Company Limited, Santhanam was deputed to their Cuddappah area to develop their business and also to better service. Therefore, he was asked to proceed from Nellore branch and posted at Cuddappah with effect from 1-6-71. But due to the nationalisation this note put up by the Divisional Manager was not given effect to. Even before nationalisation, the Madras Motor General Insurance Company Limited had 5 Divisional Offices viz. Madurai, Bangalore, Vijayawada, Coimbatore and Nellore. Santhanam was posted to Nellore Divisional Office on 15-1-64. At that time in all the 5 divisional offices except at Nellore there was a Divisional Manager, one Branch Manager, for development, one Divisional Accountant, and one Branch Accountant for accounts. However, at Nellore alone Santhanam was put in complete charge of accounts, Establishment, Statistics Departments, and overall supervision of underwriting departments. He was also authorised to pass on claims approved by the Claims Committee after due verification of the bills, to visit Sub-branches of Chittor, Kurnool, Cuddapah and Adoni for inspections, to sign documents and operate bank accounts just like other Divisional Managers and Branch Managers. Under his stewardship the Nellore divisional office stood first for finalisation of accounts among the other divisional offices. The accounts for the year 1974 were finalised by him even in February 1975. Taking note of this fact, he was deputed to go to Guntur branch of Vijayawada divisional office for finalisation of their accounts. Without taking note of the duties and responsibilities performed by Santhanam, the categorisation committee constituted by the respondent gave an order dated 23-9-74 and found him eligible to be categorised only as a Senior Assistant, which designation he was already having. The workman preferred an appeal dated 20-11-1975 to the Chairman-cum-Managing Director of the respondent to which the respondent without applying their mind, replied by the order dated 30-3-76 rejecting his request. Even the officer in charge of the Nellore branch submitted a note to the Divisional Manager (vide his letter dated 13-4-76) asking the respondent to categorise him as an officer. Santhanam also preferred an appeal to the Board of Directors by his petition dated 21-1-77, but he did not receive any reply. His reminder to the Managing Director by his letter dated 13-2-78 also did not bring any response. Even though he was not categorised as an Officer as per the 1975 scheme, realising the potentials of Santhanam, the respondent deputed him for the purpose of clearing pending work in the accounts departments in various divisional offices. The action of the respondent categorising Santhanam as Senior Assistant is unfair, unjust and illegal. Under the clause 3(i) of the 1975 scheme, it has been stated that an "Officer" means an employee appointed in India before the commencement of this scheme and serving whether in India or outside India, in a position other than supervisory, clerical or subordinate position and categorised as holding any of the posts referred to in the Schedules but does not include an employee declared as a member of the development staff by the committee appointed by the Board." Under Clause 15 of the scheme the respondent has powers to relax any provision of the Scheme where a grave hardship is caused. Number of employees working in the development side of Madras Motor General Insurance Company Limited holding posts similar to that of Santhanam were categorised as Assistant Adminis-

trative Officers, in spite of the Scheme, 1976 not providing for any such categorisation. It is incumbent upon the respondent to categorise him as an Officer under the 1975 scheme, in view of what is stated above. The action of the respondent in categorising him as a Senior Assistant as per 1974 Scheme is arbitrary and without basis. The petitioner has suffered huge monetary loss. The persons who were working along with him have now become Officers and have got solid promotions. Therefore, an award may be passed holding that the categorisation of T. S. Santhanam as Senior Assistant as illegal and directing the respondent to categorise him as an Officer as covered by 1975 scheme and also directing that after putting him in the proper designation and Scale of Pay, to pay him the arrears of pay and other attendant benefits with effect from the date on which 1975 Officers' scheme was promulgated.

3. The respondent filed the following Counter.—There is no industrial dispute between the petitioner and the respondent herein, and consequently this Tribunal has no jurisdiction to decide the issue which has been referred. The reference is not valid.

4. The General Insurance Business was taken over by the Central Government on 13-5-71, by an ordinance and by an Act with effect from 1-1-73. The General Insurance (Rationalisation of Pay Scale and other conditions of service of Supervisory, Clerical, and subordinate Staff) Scheme was introduced on 27-5-84. Another scheme called General Insurance (Rationalisation of Pay Scales and other conditions of Service of Officers) 1975 came into force on 1-10-75. If the petitioner is aggrieved in the matter of categorisation, he could only invoke the provisions of the scheme and approach the authorities prescribed under the Scheme, and not seek recourse under the Industrial Disputes Act. The Scheme also provides for appeal against categorisation etc. The petitioner has exhausted the remedy provided under the Scheme. It is not open to the petitioner to invoke the provisions of the Industrial Disputes Act. The petitioner cannot be called as a Workman under Section 2(S) of the Act, even assuming that he could invoke the provisions of the Industrial Disputes Act, on an issue of this nature. Section 16(7) has an overriding effect on the other Central and State Acts in respect of matters covered by this Scheme. Therefore, the petitioner cannot invoke the provisions of the Industrial Disputes Act. The reference itself is invalid. This Tribunal has no jurisdiction to decide the issue. The Government once declined to make a reference, but, later on by their order dated 5-5-84 straightaway referred this issue. Once the Government decline to make a reference, though it may have powers to review the same, such power can be exercised only if fresh materials are brought to the notice of the Government and not on reconsideration of the same old facts. No fresh materials have been brought to the notice of the Government in this case. Before making the reference the employer should be given an opportunity. Therefore, also the reference is illegal. The allegation that Santhanam was performing the duties of an Officer cadre is denied. But, he was working as a Senior Assistant, which was a clerical cadre. He was also performing the duties of a clerk. The petitioner was categorised in accordance with the Scheme, and there is no violation of the provisions of this Scheme. Reference to various duties alleged to have been performed by him are not admitted. The other allegations in Para 8 have no relevance. Appeal filed by the petitioner was rightly rejected. The petitioner is put to proof of the allegation with regard to the note alleged to have been put up by the Divisional Manager on 13-4-76. The categorisation of Santhanam as Senior Assistant is valid, and is in accordance with the Scheme, after taking into account several factors enumerated in the Scheme. The petitioner does not fit in with the definition of an "Officer" contained in Clause 3 (i) of 1975 scheme. Clause 15 of the Scheme has no relevance. Even though the respondent has powers to relax the provisions of the Scheme, the same cannot be demanded as a matter of right. There is no arbitrariness or injustice in the categorisation of petitioner. There is no warrant for interference. The petitioner's prayer cannot be granted by this Court. Therefore, the claim may be rejected.

The issues that arise for consideration in this Industrial Dispute are :

1. Whether the petitioner Thiru T. S. Santhanam was performing the duties of an Officer and ought to have been categorised as such?

2. Whether the categorisation of the petitioner as Senior Assistant is not fair and just?
3. Whether the reference is invalid without a notice to the respondent and without hearing the respondent?
4. Whether the petitioner is not entitled to any relief under the Industrial Disputes Act?
6. Points 1 to 4 : The petitioner mentioned T. S. Santhanam was appointed as an attender in the year 1961 in Sundaram Finances Pvt. Ltd., on 14-2-1961 under Exhibit M-2. In September, 1961, he was confirmed as a Junior Clerk under Exhibit M-3. Then he was promoted as a Senior Clerk of the Madras Motor and General Insurance Company from 1-1-1964, under Exhibit M-4. The General Insurance business was nationalised as per the General Insurance Business (Nationalisation) Act, 1972 and the Madras Motor General Insurance Company was taken over and attached to United India Insurance Company (Respondent).

7. Before nationalisation different Insurance companies had different types of categorisation of its employees with different designations. Hence to have uniformity, two schemes were framed under Section 16 of the said Act. One is, General Insurance (Rationalisation and Revision of Pay Scales and other conditions of service for Supervisory, Clerical and Subordinate Staff) Scheme 1974, and the other is General Insurance (Rationalisation of Pay Scales and other conditions of Service of Officers) Scheme, 1975. T. S. Santhanam has been classified as a Senior Assistant after the nationalisation, under the scheme of the year 1974.

8. He was a Senior Assistant in the Madras Motor General Insurance Company. He contends that he was entrusted with the duties of an Officer. According to him he was posted at Nellore divisional office and was put in charge of Accounts, Establishment, Statistics, Agency departments and overall supervision of under-writing departments and claims. He also contends that he was authorised to sign all the documents and to operate bank accounts, and that as a person, who was performing the duties of an Officer, he (Petitioner) ought to have been categorised as an Officer, and hence the categorisation as a Senior Assistant is neither just nor proper. He contends that his appeal to the Chairman/ Managing Director was rejected and that his appeal to the Board of Directors did not evoke any reply. Exhibit M-1 is the General Insurance (Rationalisation and Revision of Pay Scales and other conditions of Service of Supervisory, Clerical and Subordinate Staff) Scheme 1974 Clause 5 of this Scheme of 1974 deals with the categorisation of employees as Superintendents, Senior Assistants, Stenographers, Assistants, Record Clerks and Drivers. Exhibit M-10 is the General Insurance (Rationalisation of Pay Scales and other conditions of Service of Officers) Scheme, 1975. This scheme came into force on 1-10-75. Clause 2 provides that the provisions of the scheme shall apply to all Officers. Clause 3(1) defines the term 'Officer' as follows :

"Officer means an employee appointed in India before the commencement of this Scheme and serving whether in India or outside India, in a position other than Supervisory, clerical or subordinate position, and categorised as holding any of the posts referred to in the Schedules but does not include an employee declared as a member of the development staff by the Committee appointed by the Board."

As pointed out already, T. S. Santhanam, was not categorised as an Officer while he was in the service of the Madras Motor General Insurance Company before the nationalisation. But, the learned counsel for the petitioner contends that the name of the post does not matter but the duties that were assigned to him and performed by him have to be taken into consideration and, after doing so, the petitioner ought to have been categorised as an Officer.

9. As pointed out already, the petitioner contends that he was in charge of the accounts, Establishment, Statistics, Agency Department, and overall supervision of under-writing departments and claims, that he was authorised to sign all the documents and also to operate Bank accounts. Exhibit W-1 is the order dated 9-1-75 posting Thiru T. S. Santhanam to the Nellore branch office. This order men-

tions that he shall in addition continue to attend to whatever work is assigned to him in respect of his former unit or otherwise. Exhibit W-2 is a letter addressed to the Manager of the Andhra Bank Nellore by the respondent Insurance Company informing them that Santhanam has been authorised to operate the imprest account with them within certain limits, and jointly with certain officers. Exhibit W-3 shows that he had been deputed to the re-insurance accounts department. Exhibit W-4 is a letter addressed by the Divisional Manager of Nellore stating that T. S. Santhanam is looking after the accounts at Nellore branch, that he is suitable for field work and therefore he would like to engage him in the field work in Cuddappah area. Exhibit W-6 is a letter dated 15-4-76 by the Officer in charge of Nellore branch to the Divisional Manager. Therein it has been specifically mentioned that the petitioner come from the erstwhile unit of the Madras Motor General Insurance Company and that in Madras Motor General Insurance Company, he was in complete charge of Accounts, Establishment, Statistics, Agency Departments, and overall supervision of underwriting departments. It has also been mentioned that he was authorised to sign all the documents and was authorised to operate bank accounts. He has also mentioned that he is the only man empowered to close the accounts of erstwhile unit. He has also mentioned that the Regional Office had sent an order authorising him to operate bank account with any one of the officers, and that recently the authorisation of bank account has been withdrawn and that he may be authorised to once again to operate on imprest account also.

10. MW1 deposed in his evidence that on 31-12-72, he was working as a Senior Assistant in the Nellore branch, and that on 1-1-73 the Madras Motor and General Insurance Company was amalgamated with the respondent. So, it is clear that at the time of Nationalisation he was only a Senior Assistant in the Madras Motor General and Insurance Company, Madras. He also admitted that in the Madras Motor and General Insurance, some Assistants were designated as Senior Assistants, and that except one increment there is no difference between an Assistant and Senior Assistant. The petitioner has not also filed or summoned the scheme of categorisation, and the list of works that were allotted to the various categories of employees of the Madras Motor and General Insurance Company. He was classified as Senior Assistant as per the General Insurance (Rationalisation and Revision of Pay Scales and other Conditions of Service of Supervisory, Clerical and Subordinate Staff) Scheme, 1974. But, the petitioner contends that he was performing the duties of an Officer. He has alleged in his claim statement that while working in the Nellore office he was in complete in charge of Accounts, Establishment, Statistics Departments, and over all supervision of under-writing departments, that he was authorised to pass on claims approved by the Claims committee, that he was authorised to visit sub-branches and to sign documents and operate Bank accounts, just like any other Divisional Managers and Branch Managers. But, in his evidence, he has stated that in Nellore branch, apart from him there were a Branch Manager, one Senior Assistant, two assistants, one cashier and one sub-staff. So, it is apparent that it is not as if that he was the only person incharge of the entire branch. He stated that in the absence of Divisional Accountant he was asked to attend to the accounts, but, from that fact it cannot be contended that he was performing the duties of an Officer. Simply because on certain occasions when officers were not there he was asked to attend to certain duties it does not mean that he was performing the duties of the Officers. Though, he claims that he was authorised to operate bank accounts, it is evident from Exhibit W-2 that he was authorised to do so alongwith some other officer, and not by himself. So, from the fact that he was asked to sign as 2nd employee it does not mean that he was performing the functions of an Officer. Even in Ex. W-6 it has been stated that he was authorised to close accounts as the Officer had been transferred. So, it is evident that he was acting in the absence of an Officer, and that it does not mean that he was always performing the duties of an Officer, while working as a Senior Assistant. Therefore, taking into consideration all three circumstances I find that the categorisation of the petitioner as a Senior Assistant was justified.

11. Another contention put forward by the respondent is that the General Insurance (Business) Nationalisation Act,

1972 provides for the framing of a scheme and a scheme has also been framed accordingly that the scheme provides for an appeal against categorisation and therefore, the petitioner has to work out his remedies under this scheme and not under the Industrial Disputes Act. He therefore, contends that this Industrial Dispute is not maintainable at all. But, the learned counsel for the petitioner relied upon the decision in A. K. Banerjee and others Vs. Union of India and others (1984 I-LJ 358). That was also a case relating to the General Insurance Business (Nationalisation) Act, 1972 wherein it was held that the application of the Industrial Disputes Act, as such is general is not abrogated by the provisions of the 1972 Act, nor made wholly inapplicable in respect of matters not covered by any provision of the scheme. Therefore, unless the respondent is able to show that the scheme itself covers the case of the petitioner, it cannot be contended that the Industrial Disputes Act has no application to the case of the petitioner, and therefore, this Industrial Dispute is not maintainable. The respondent has not been able to point out any provision in the scheme which provides for an appeal against categorisation. Therefore, I find this contention of the respondent cannot be accepted.

12. The next contention of the respondent is that the petitioner had once moved the Government to refer the Industrial Dispute to Court, that the Government declined to do so, but later, on the move made by the petitioner, this Industrial dispute has been referred to the Tribunal without giving any notice to the respondent and without hearing the respondent. Even in the claim statement it has been admitted in paragraph 12 that the Government refused to refer the issue for adjudication, that the petitioner-union filed various petitions to the Government of India, and finally the Government chose to refer the issue for adjudication. Thiru Santhanam admitted in his evidence that before making the reference neither himself nor the respondent was called and enquired. There is also nothing to show that notice was served on the respondent and the respondent was heard before it was decided to refer the matter to the Tribunal. The learned counsel for the respondent relied upon the Full Bench decision of our High Court in G. Muthu Krishnan Vs. Administrative Manager (1980 I-LJ P. 215) wherein, the question that arose for consideration was whether the appropriate government for a 2nd time, without reference to the Management can act and call upon the Labour Court to adjudicate on a dispute which on an earlier occasion the government declined to refer for adjudication. It was held that the well known maxim audi alterum partem, which springs from the principles of natural justice, dictates that no shall be condemned to a consequence unheard. This rule cannot therefore be confined strictly to the conduct of legal proceedings but ought to be made applicable to a body who is invested with the authority to adjudicate upon matters involving civil consequences to individuals". "...The avoidance of obsecience to such principles had been understood as avoidance of jurisdiction." It was also held that "failure to adhere to such principles of natural justice would result in a decision which is a nullity because of total absence of jurisdiction."

13. This decision shows that when once the Government on an application by a party decides to refer a dispute to the Industrial Tribunal, which dispute, it refused to refer on a previous occasion, then the Government must not only issue notice to the concerned parties, but also hear them before deciding to refer it for adjudication, and if it fails to do so, there is a violation of the principles of natural justice, and the decision is a nullity. Therefore, the contention of the learned counsel for the respondent has to be accepted. But, the learned counsel for the petitioner contended that the respondent has not filed a writ questioning the validity of the reference, and so he cannot raise this objection in this Industrial Dispute. But, a perusal of the decision relied upon by the respondent will show that such an objection was taken on the basis that the Labour Court, did not have any jurisdiction to adjudicate upon the matter referred to it, since the jurisdiction of the Court springs only from a competent reference. Therefore, though this decision was rendered on a writ appeal, it is clear that this principle will apply and this Tribunal will have no jurisdiction to entertain the matter and decide it in as much as there is no competent reference. Therefore, this contention of the petitioner cannot be accepted.

14. Although, I have held that this reference is not maintainable, in order to have complete adjudication of the issues

that have arisen for consideration in the Industrial Dispute, I have answered the Industrial Disputes on merits of the issues involved.

15. In the result, an Award is passed holding that the categorisation of Sri T. S. Santhanam as a Senior Assistant is fair and just and legal and that he is not entitled to any relief. No costs.

Dated, this 30th day of November, 1993.

THIRU K. SAMPATH KUMARAN, Industrial Tribunal

WITNESSES EXAMINED

For Workmen :

W.W. 1 : Thiru T. S. Santhanam,

For Management :

M.W. 1 : Thiru Yalla Stickar.

DOCUMENTS MARKED

For Workman :

Ex. W-1/9-7-75—Order of the Divisional Manager of the Management Company posting Thiru T. S. Santhanam to Nellore (Xerox copy).

Ex. W-2/24-7-75—Authorization to Thiru T. S. Santhanam to operate Imprest Account (Xerox copy).

Ex. W-3/20-1-79—Letter from Head Office to the Management Company to the Southern Regional Office, Madras relieving Thiru P. S. Santhanam from reinsurance accounts (Xerox copy).

Ex. W-4/24-3-71—Note sent by Divisional Manager, Nellore to Head Office of the Management Company. (Xerox copy).

Ex. W-5/24-3-71—do (copy).

Ex. W-6/15-4-70—Note submitted by Officer Incharge Branch Office, Nellore to the Divisional Manager, of the Management Company (Xerox copy).

For Management :

Ex. M-1—General Insurance (Rationalisation and Revision of Pay Scales and Other Conditions of Service of Supervisory, Clerical and Subordinate Staff) Scheme 1974, (Printed Book).

Ex. M-2/14-2-61—Order of appointment issued to Thiru T. S. Santhanam for the post of attender (Xerox copy).

Ex. M-3/1-9-61—Order of confirmation as a Junior Clerk issued to Thiru T. S. Santhanam (Xerox copy).

Ex. M-4/13-2-64—Order issued to Thiru T. S. Santhanam promoting him as Senior Clerk (Xerox copy).

Ex. M-5/19-3-68—Order issued to Thiru T. S. Santhanam designating him as Assistant (Xerox copy).

Ex. M-6/19-3-68—Order issued to Thiru T. S. Santhanam enhancing the Cash allowance (Xerox copy).

Ex. M-7/7-9-90—Communication sent to T. S. Santhanam by Madras Motor and General Insurance Company Ltd. fixing pay (Xerox copy).

Ex. M-8/27-6-74—Form "O" declaration submitted by Thiru T. S. Santhanam to the Management Company electing for new scale of pay. (Xerox copy).

Ex. M-9/19-12-84—Letter from the Management to Thiru T. S. Santhanam promoting him as Assistant Administrative Officer (Xerox copy).

Ex. M-10/17-9-73—Central Government gazette of the General Insurance (Rationalisation of Pay Scales and Other Conditions of Service of Officers) Scheme, 1975 (Xerox copy).

नई दिल्ली, 29 दिसम्बर, 1993

का. आ. 295.—आंदोलिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुमत्तर में, केन्द्रीय सरकार, इंडियन ऑवरसीस बैंक के प्रबंधतंत्र के गंभीर नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, सं. 1 बम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-12-93 को प्राप्त हुआ था।

[संख्या एन-12012/42/92-आई आर (बी-2)]

बी. एम. डेविड, डैस्क अधिकारी

New Delhi, the 29th December, 1993

S.O. 295.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No. 1 Bombay as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Overseas Bank and their workmen, which was received by the Central Government on 29-12-93.

[No. L-12012/42/92 IR(B-II)]
B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I AT BOMBAY

PRESENT:

Shri Justice R. G. Sindhakar, Presiding Officer.

Reference No. CGIT-49 of 1992

PARTIES:

Employers in relation to the management of Indian Overseas Bank.

AND

Their Workmen

APPEARANCES:

For the Management—Shri Deshpande, Law Officer.

For the Workman—Shri M. B. Anchan, Advocate.

INDUSTRY : Banking STATE : Maharashtra.

Bombay, dated the 15th day of December, 1993

AWARD

The following reference has been made by the Government of India, Ministry of Labour, New Delhi, to this Tribunal by order dated 24-6-1992 for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947.

"Whether the action of the management of Indian Overseas Bank in terminating the services of Sh. J. M. Nair, Clerk/Shroff, w.e.f. 28-8-90 from their bank's service is legal and justified? If not, to what relief is the workman entitled to?"

2. Statement of claim has been filed by the workman and he stated therein that the Departmental Enquiry was a biased one and it has ignored the convincing arguments advanced by him in the defence statement disregarding the principles of natural justice. The Disciplinary Authority without applying its mind inflicted the harsh punishment of dismissal from service, as a result of which the Bank has snatched away the livelihood. He further stated that during the personal hearing he had appealed for reduction of punishment, and review of

the judgment of the Disciplinary Authority on human considerations. However, the Appellate Authority confirmed the order of Disciplinary Authority.

3. According to him, the charges are vague and inappropriate to the paragraph of settlement referred to in the charge sheet. According to him, there was no support to the inferences drawn. He further contended that he has not wilfully damaged or acted against the interests of the Bank or he involved the Bank in any loss, much less severe loss as alleged by the Bank. According to him, no loss was caused to the property of the Bank. He then states that, he was not suspended, and according to him that shows that the charges were not of serious nature and yet according to him the severe penalty of discharge from service was imposed upon him which, according to him was disproportionate, discriminatory and against the principles of natural justice. According to him, in similarly placed circumstances, such harsh punishments were not awarded. He lastly prayed for reinstatement and back wages.

4. The management, while denying the averments made by the workman, contended that the punishment was appropriate. According to the management, the charges were held proved on the basis of the material produced. It contended that he was given all the opportunities to defend himself. He participated fully in the enquiry and also availed the assistance of a defence representative of his choice. The witnesses examined on behalf of the management were also cross-examined by the workman. It is further contended that since the Award is one of discharge, it is not a case of punishment, and therefore, there is no Industrial Dispute.

5. Rejoinder has been filed and many more contentions have been raised. It is more of an argumentative type.

6. I have heard the Learned Advocate Shri M. B. Anchan appearing for the workman and Shri Deshpande, Law Officer on behalf of the management.

7. The point that arises for consideration is, whether the action of the management in discharging the workman Shri Jayan M. Nair, is justified.

8. With regard to the preliminary objection raised on behalf of the management, I must say that it is not correct to say that in case of discharge, there is no penalty, and therefore, there is no industrial dispute. On the contrary, there has been an industrial dispute, since charges were levelled against the delinquent and as a result of the adverse findings, he has been discharged from the services, it amounts to a punishment, and it is nothing short of its.

9. Section 11(a) of the Industrial Disputes Act, 1947, enables this Tribunal to deal with discharge or dismissal of a workman, whose case has been referred to a Labour Court or a Tribunal, and if it finds that the order of discharge or dismissal was not justified, it has the power to set it aside and direct re-instatement of the delinquent, and give such other relief including reduction in punishment and awarding lesser punishment as found fit. I, therefore, reject that part of the submission.

10. It is seen that he was given a charge-sheet and was called upon to give his say. The delinquent however, did not file any reply to the charge sheet dated 8-2-1989. The allegations were therefore, required to be enquired into, and an Enquiry Committee came to be constituted. The Enquiry Committee gave him notice of the disciplinary proceedings to be conducted against him and recorded evidence in the presence of the delinquent workman and his defence representative. The management witnesses were also cross-examined on behalf of the delinquent workman, and thereafter, the enquiry concluded against the delinquent. The Enquiry Committee submitted its report and dealt with all the charges levelled against the delinquent, and on each one of the charges, it recorded findings and except charge 5, in each the committee found him guilty. I find that the delinquent was given a fair and reasonable opportunity to defend himself and thus, it is difficult to accept his defence that the enquiry was a biased one. When given an opportunity to give his say to the chargesheet he did not even submit any reply to it.

11. Another contention that has been raised on behalf of the workman is that he was not given copy of the documents

though asked for. The report of the Investigating Officer was not given to the delinquent according to the Learned Advocate. The witnesses examined on behalf of the management were subjected to cross-examination. It is seen that the evidence they gave was found sufficient by the Enquiry Officer. I am therefore, not convinced by the argument that non-supply of copies, has vitiated the enquiry. It is then contended that the findings recorded are not substantiated. Once again I firm that there is no merit in this contention.

12. In fact I find that main prayer of the workman is on the ground of the hardship faced by him because of the penalty, which is disproportionate according to him.

13. The Disciplinary Authority had given a notice to him calling upon him to show cause why he should not be dismissed from the Bank's service without notice. However, it passed an order of lesser penalty of discharge from the Bank's service. While doing so, the Disciplinary Authority has considered his submission made before the Enquiry Committee and it has also gone through his past record of service. I do not think that the penalty is grossly disproportionate to the gravity of the charges and deserved to be altered, or reduced. The action of the management of the Indian Overseas Bank, is therefore, justified.

Award accordingly.

R. G. SINDHAKAR, Presiding Officer

नई दिल्ली, 29 दिसम्बर, 1993

का. आ. 296.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मै. भारत कोकिंग कोल लिमिटेड का कतरास प्रोजेक्ट क्षेत्र के प्रबंधन के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण, (सं. 2), धनबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-12-93 को प्राप्त हुआ था।

[म. ए.ल.—20012/267/90—आई आर (कोल-I)]

बी. एम. डेविड, ईम्प क्रिकारी

New Delhi, the 29th December, 1993

S.O. 296.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal (No. II) Dhanbad as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Katras Project of M/s. B.C.C.L and their workmen which was received by the Central Government on 28-12-93.

[No. L-2)012/267/90-IR (Coal-I)]

B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL, TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. Ram, Presiding Officer.

In the matter of an industrial dispute under Section 10(1)(d) of the I.D. Act, 1947.

Reference No. 29 of 1991

PARTIES :

Employers in relation to the management of Katras Project Area of M/s. Bharat Coking Coal Limited, P.O. Malkera, Dist. Dhanbad and their workmen.

APPEARANCES :

On behalf of the workmen.—Shri S. Bose, Secretary, R.C.M.S. Union.

On behalf of the employers.—Shri B. Toshi, Advocate.

STATE : Bihar.

INDUSTRY : Coal.

Dated, Dhanbad, the 20th December, 1993

AWARD

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/267/90-I.R. (Coal-I), dated, the 19th March, 1991

SCHEDULE

"Whether Shri J. P. Srivastava and 39 others listed in the annexure are workmen of the management of Katras Project Area of M/s. Bharat Coking Coal Ltd. and whether the demand of the Rashtriya Colliery Mazdoor Sangh that these persons be reinstated in the services of the said management is justified ? If so, to what relief are these persons entitled ?"

2. This is in continuation of the Award dt. 11-6-1992 already passed in Ref. No. 29/91 with a direction to the management that 19 concerned workmen be reinstated within 2 months from the date of publication of the Award. It may be mentioned here that a review application was filed on 21-7-1993 by the Secretary, R.C.M.S. Union which was disposed off vide this order dt. 24-11-93, and the matter has been heard afresh on merit.

3. The learned counsel of both the sides have already been heard. In the reference in question the number of the concerned workmen including Shri J. P. Srivastava, Tyndal Contractor was 40. The main contention of the concerned workman was that they were employees of the management of BCCL and had been working as Tyndal in Katras Area since 1985. Till June, 1987 they claim to have worked in different collieries of Katras Area. While doing their duty they were handling heavy materials as per direction of the BCCL Official. On these ground they demanded their regularisation.

4. The management denied relationship of employer and employee between the concerned workmen and the management. The main contention of the management was that one Shri J. P. Srivastava was a contractor who engaged his own men for carrying out misc. contract job as and when required. The contractor used to supervise the work of labour whom he engaged and the payment was also made to them by him.

5. On the basis of the material on record it was held in the Award dt. 11-6-1992 that Shri Srivastava was getting the job of Tyndal done and it was simply wrong to suggest that he was assigned the contract of transporting materials and machineries only. It was further held that the work was being done continuously for years together. It was also proved that the contractor was getting the permanent nature of work done by the Tyndals. Lastly if was also held that 10 concerned workmen out of 40 worked as Tyndal and since they were working in permanent nature of job they will be deemed to be an employee of the management.

6. It was the case of the management that none of the concerned workmen ever worked under Shri Srivastava. Shri Srivastava stated in his evidence that he had not issued any appointment letter to the concerned workmen. In this context Ext. W-4 was discussed which showed that some of the concerned workmen had worked under Shri Srivastava, Tyndal contractor. It was the photo copy of the weekly wage register showing payment to the concerned workmen which was duly countersigned by the I.P.O. (C).

7. Weekly wage register started from Sl. No. 30 to 43 and out of 14 names the name of Shri B. R. Ghosh, Jodhan Singh, Samsul Hoda, Vinod Kumar Mishra and Jalauddin Khan did not agree with the names given out in the annexure to the order of reference. Remaining 10 names including

Shri Srivastava was there. The management was thus directed to regularise these 10 persons.

8. In view of the application and the order passed by this Tribunal on 24-11-93 the matter has been heard afresh. Shri J. P. Srivastava on recall stated that in the first hearing he had produced photo copy of the wage register which started from Sl. No. 30. He has now produced the original weekly wage register in which the names of all the concerned workmen can be found. It has been marked Ext. W-5 to W-54. The signature of this witness as also of the LEO(C) can be found in this register. In cross-examination he stated that these registers were prepared in his pen. He stated that prior to maintenance of his register the attendance register was maintained by the management of the Colliery. The learned counsel for the management had challenged the genuineness of this document but the photo copy of this register starting from Sl. No. 30 Ext. W-4 series has already been believed by this Court. Prima facie I find no reason to disbelieve this register under Ext. W-5 series. I have perused this weekly register very carefully. The names of the concerned workmen appear in the register except Shri Uma Shankar Singh, Duryodhan Singh, Ajoy Phuar Singh and Salauddin Khan. Except these four persons all the concerned workmen as per annexure of the reference are entitled for their regularisation. The management is thus directed to regularise the concerned workmen except Uma Shankar Singh, Duryodhan Singh, Ajoy Khmar Singh and Salauddin Khan within 2 months from the date of publication of the Award. However, the continuity of service will be maintained.

B. RAM, Presiding Officer.

नई दिल्ली, 29 दिसम्बर, 1993

का. आ. 297.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मैमर्म इंजिनियर आयरन एंड स्टील कम्पनी लिमिटेड के प्रबन्धतात्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (सं. 2), धनबाद के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 28-12-93 को प्राप्त हुआ था।

[सं. एल.-20012/172/89-आई आर (कोल-1)]

बी. एम. डेविड, डैस्क अधिकारी

New Delhi, the 29th December, 1993

S.O. 297.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal (No. II), Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Jitpur Colliery of M/s. ISCO Ltd., and their workmen which was received by the Central Government on 28-12-93.

[No. L-20012/172/89-IR (Coal-I)]
B. M. DAVID Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. Ram, Presiding Officer.

In the matter of an industrial dispute under Section 10(1)(d) of the I.D. Act, 1947.

Reference No. 125 of 1991

PARTIES :

Employers in relation to the management of Jitpur Colliery of M/s. Indian Iron and Steel Co. Ltd. and their workmen.

APPEARANCES :

On behalf of the workmen.—Shri S. K. Pandey, the concerned workman.

On behalf of the employers.—Shri R. S. Murthy, Advocate.

STATE : Bihar.

INDUSTRY : Coal.
Dated, Dhanbad, the 20th December, 1993

AWARD

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/172/89-IR. (Coal-I), dated, the 28th August, 1991.

SCHEDULE

"Whether the action of the management of Jitpur Colliery of M/s. Indian Iron and Steel Co. Ltd. in placing under suspension Shri S. K. Pandey, Register Keeper during 7-5-86 to 31-5-86, 26-8-86 to 29-8-86, 8-10-86 to 25-10-86 and from 16-8-86 to 12-12-86 and in denying wages for the periods is justified ? If not, to what relief is the workman entitled "

2. This reference is pending since the year 1991. It was pending for filling W.S. on behalf of the parties. Only on the last date i.e. on 3-12-93 a petition of compromise duly signed by the workmen concerned and Shri Utpal Datta, Dy. Manager Jitpur colliery in behalf of the employer. Since the matter has already been compromised I find no reason as to why this should not be accepted. In the terms of the compromise it has been stated that the employer and the concerned workman considered that the terms of settlement are fair just and reasonable for both the parties. The compromise petition is thus accepted and an Award is passed in terms of the compromise petition which forms part of the Award as annexure.

B. RAM, Presiding Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, DHANBAD
Reference No. 125/91.

PARTIES :

Employers in relation to the Management of Jitpur Colliery of Indian Iron & Steel Co. Ltd., Jitpur, Distt. Dhanbad.

AND

Their workmen.

JOINT COMPROMISE PETITION OF THE EMPLOYERS AND THE WORKMEN

The above mentioned Employers and the workmen most respectfully beg to submit jointly as follows :—

(1) That the Employers and the worker have jointly negotiated the Dispute covered by the aforesaid Reference with a view to arriving at a mutually acceptable and amicable settlement.

(2) That as result of such negotiations, the Employers and the workmen have agreed to settle the Dispute on the following terms and conditions.

(a) It is agreed that the Employers shall pay the full wages to the workman concerned Shri S. K. Pandey for the following periods at the rate at which he was getting the same, immediately prior

to suspension before each suspension period after deducting any subsistence allowance paid to him by the Management :—

From 7-5-86 to 31-5-86.
From 26-8-86 to 29-8-86.
From 8-10-86 to 25-10-86.
From 16-11-86 to 12-12-86.

(b) It is further agreed that for Sundays/Weekly rest days which are wageless days under the N.C.As. the workman concerned will not be entitled to any payment.

(c) It is agreed that this is an overall settlement in full and final settlement of all the claims of the workman concerned arising out of the above Reference.

(3) That the Employers and the workman concerned consider that the aforesaid terms of settlements are fair, just and reasonable for both the parties respectfully pray that the Hon'ble Tribunal may be pleased to accept the aforesaid Joint Compromise petition and give an Award in terms thereof and dispose of the Reference.

(S. K. Pandey)

Workman concerned

Dated, Dec. 02, 1993.

UTPAL DATTA, Dy. Manager (Personnel) Jitpur Colliery,
for and behalf of Employers.

नई दिल्ली, 29 दिसम्बर, 1993

का. आ. 298.—औदोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, कैनरा बैंक के प्रबन्धलंतर के मंबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औदोगिक विवाद में केन्द्रीय सरकार औदोगिक अधिकरण, बम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार पर 29-12-93 को प्राप्त हुआ था।

[संदर्भ एल-12012/79/90-प्राई आर (बी-2)]

बी. एम. डैविड, डैस्क अधिकारी

New Delhi, the 29th December, 1993

S.O. 298.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No. I Bombay as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workmen, which was received by the Central Government on 29th December, 1993.

[No. I-12012/79/90-IR(B-II)]
B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, BOMBAY

PRESENT :

Shri Justice R. G. Sindhakar, Presiding Officer.

Reference No. CGIT-53 of 1990

PARTIES :

Employers in relation to the management of Canara Bank

53 GI/94-11

AND

Their workmen.

APPEARANCES :

For the Management—Shri R. S. Rai, Advocate.

For the Workmen—Shri Subhas Naik.

INDUSTRY : Banking.

GOA : Goa.

Bombay, the 14th day of December, 1993

AWARD

The following reference has been made by Government of India, Ministry of Labour, New Delhi by letter dated 1st August, 1990.

"Whether the action of the management of Canara Bank in terminating the services of Shri Anthony J. Fernandes w.e.f. 29th May, 1989 and not appointing him on regular basis in the Bank's services is justified? If not, what relief the workman is entitled to?"

2. Shri Fernandez was employed as daily wager Peon to work in leave vacancy in July, 1980 by the Bank in its Cansaulim, Goa branch. Thereafter, he was issued appointment letter dated 5th November, 1984. Till then, though working as a daily wager Peon between 1980 and 1986, no formal appointment letter was issued to him. In 1986 August, he was asked to report for work at Vasco-da-Gama branch. He worked there as a daily wager and was paid bonus also though he did not enjoy any leave or any other service benefits which the regular workman got.

3. New premises were acquired and Bank functioned from old and the new premises. As a result there was slight increase in the strength of Peons. He worked on 29th of May 1989. However, on that day he was told by the Manager that Shri Kolgaonkar was appointed and his services were terminated as he was only a daily wager. No reasons were assigned. According to him Shri Kolgaonkar was working at another branch.

4. Though he approached the Bank several times he did not get any relief and later approached the Assistant Labour Commissioner, where also he did not get any relief and therefore, reference came to be made.

5. His grievance is that his termination amounted to retrenchment and that was done without following the provisions of section 25(F) of the Industrial Disputes Act therefore, bad in law. He continuous in service and should get the benefits. He wants re-instatement.

6. On behalf of the Management, written statement has been filed. It has been contended therein that it is not that his services has been terminated, whereas, he stopped coming to work. The Bank management further contended that he was a daily wager, and he cannot claim the benefit of the protection of the Industrial Disputes Act, inasmuch as he was not an employee of the Bank. It was contended that he was not retrenched, and therefore, not entitled for retrenchment compensation, nor failure to pay would mean termination. It is also contended that he had not worked for 240 days in the preceding 12 calendar months. The contention therefore, is, that he was not entitled to the benefit of Section 25F of the Industrial Disputes Act, 1947.

7. The first contention raised on behalf of the Bank management is that, his services were not terminated, inasmuch as he himself stopped coming for work. But, it is to be noted that Shri Fernandez has been working for the Bank since July, 1980. This fact has been borne out by the statement which the workman has filed. The Bank also has filed a copy of a letter addressed to the Asst. Labour Commissioner (Ex-I) which shows that at any rate he was working since 1981. It is the case of the workman Shri Fernandez that he was asked not to work on 29th May, 1989 by the Bank Manager, and that, another Peon Shri Kolgaonkar was appointed, and his (Shri Fernandez's) services were not required. He approached the second Manager, but, he also told

him the same. Thereafter, he went 3 or 4 times to the Bank and on all these occasions, the same answer was repeated. It is difficult to accept the contention of the Bank that he himself stopped coming for work. All that has been stated by Shri Rao, the then Manager of the Bank is that from 29th May, 1989 he was not working. It is to be noted that the post has been filled by Shri Kolgaonkar with effect from 29th May, 1989 and till that day, that post was manned by Shri Fernandez, who was working as a daily wager. Shri Rao, may have informed the Central Office by his letter dated 23rd October, 1989 that Shri Fernandez was not reporting since May, 1989. That, however, cannot be construed to mean that he did not come on 29th May, 1989 and bunked himself thereafter. The conduct of Shri Fernandez is to be taken into account to find out the proper situation. He addressed a letter to the Management on 2nd June, 1989, that is within 5 days, of that termination and according to him he had not received any reply to it. It is thereafter, that he addressed a communication to the Union Ministry on 1st September, 1989 complaining about this act of the Management. The Management did not reply to his letter dated 2nd June, 1989 stating that he was not reporting for duty. On the contrary, says Shri Fernandez that no reply to his letter to the Management dated 2nd June, 1989 was received by him. The management thereafter, informed him by letter dated 17th October, 1989 that he should call at Vasco branch, and was informed that daily wagers were to be engaged in the Leave/Casual vacancies of the sub-staff and equal opportunity is to be given to all the daily wagers allotted to the Branch. Here also the Bank had not mentioned that he had stopped coming for work. It is in December, 1989, the management comes out with a case that he had stopped coming for work from 28th May, 1989, "for the reasons best known to him". He has given reasons, that is, he was asked not to come. I am therefore, unable to accept the contention of the Bank that Shri Fernandez stopped coming for work. It is to be noted that in the year 1989, till May 29, Shri Fernandez had put in 126 days of work, in the previous year it was 257 days. While in 1987, he had put in 263 days. Such an employee, who is interested in work is not at all likely to stop coming for work, as contended by the management. I hold that he was asked not to come for work on the ground that Shri Kolgaonkar has been appointed. Now it is clear that Shri Kolgaonkar was not working in that branch prior to 29th May, 1989, and that the post filled in by Shri Kolgaonkar was vacant and was manned by Shri Fernandez till 29th May, 1989. The case of Shri Fernandez is therefore, a clear case of discrimination and there is no justification given whatsoever by the Bank management. The suggestion that he wanted to work as a Driver for Mr. Pai and therefore, he stopped coming for work has been denied by him. He stated that he was still prepared to work as a daily wager as per the letter dated 5th November, 1984.

8. Now, his case is that he has been retrenched without following the provisions of the Industrial Disputes Act, 1947. In this connection, reference has to be made to Section 25(F) of the Industrial Disputes Act, 1947. Under Section 25(F), the procedure to be followed for retrenchment has been laid down :

"No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice @ (x x x)
- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent of fifteen days' average pay 40 (for every completed year of continuous service or any part thereof in excess of six months); and
- (c) notice in the prescribed manner is served on the appropriate Government 41 (or such authority as may be specified by the appropriate Government by notification in the Official Gazette).

9. Section 25B speaks of continuous service. It can be seen therefrom that a workman shall be deemed to be in

continuous service for a period of one year, if during the period of 12 calendar months preceding the date with reference to which the calculation is to be made, he has actually worked under the employer for not less than :—

- (i) 190 days in the case of workmen employed below ground in a mine; and
- (ii) 240 days, in any other case.

10. The workman in the present case has given the particulars of number of days he has worked, right from the year 1980, till May 1989. Since he was asked not to come for work w.e.f. 29th May, 1989, it will have to be seen whether, he had put in 240 days of service preceding that date. Ex. 'B' statement shows that he had put in more than 240 days of service during the 12 calendar months preceding the termination on 29th May, 1989. Therefore, he is entitled to the protection of Section 25(F) of the Act, and in the present case in hand, breach of Section 25(F) has been committed, since no notice has been given to the workman before retrenchment. In the circumstances, the termination is illegal and the workman Shri Fernandez is entitled to reinstatement with full back wages.

11. I direct reinstatement of the workman with full back wages, and award is accordingly made.

R. G. SINDHAKAR, Presiding Officer

नई दिल्ली, 29 दिसम्बर, 1993

का. आ. 299.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, कैनरा बैंक के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक श्रम न्यायालय विवाद में कोच्ची के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-12-93 को प्राप्त हुआ था।

(संख्या एन-12011/84/89-डी-2 (ए))

मी. एम. डेविड, डैस्क प्रधिकारी

New Delhi, the 29th December, 1993

299.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Labour Court, Kochi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workmen, which was received by the Central Government on 29-12-1993.

[No. I-12011/84/89-D.II(A)]
B. M. DAVID, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT LABOUR COURT, ERNAKULAM

(Labour Court, Ernakulam)

Monday, the 15th day of November, 1993

PRESENT :

Shri M. V. Viswanathan, B.Sc., LL.B., Presiding Officer.
Industrial Dispute No. 9 of 1990(C)

BETWEEN

The General Manager, Canara Bank, Head Office,
Bangalore-560002.

AND

The General Secretary, Canara Bank, Staff Union, P.O.
Box No. 1051, 268/70, Freta Road, Port Bombay-
400001.

REPRESENTATIONS :

Sri M. C. Sen, Advocate, Ernakulam.	...For Management.
Sri H. B. Shenoy, Advocate, 'Vatsal', Krishnaswamy Road, Koshi-35.	...For Union.

AWARD

This industrial dispute was referred to this court by the Central Government as per Order No. L-12011/84/89-D.IIA dated 31-5-1990. The dispute is between the management of Canara Bank and their workmen represented by the General Secretary, Canara Bank Staff Union, Bombay-400001. The issue referred for consideration is "Whether the action of the management of Canara Bank in imposing the punishment of stoppage of increment on S/Sri Mani Thomas, K. R. Krishna Menon, Raghuthaman and M. M. Lucikutty is justified ? If not to what relief the workmen are entitled ?"

2. The union filed statement of claim stating as follows :

The four workmen concerned were working in Panampilly Nagar Branch of the management Bank at Ernakulam during the year 1986. They were charge sheeted by the management alleging charge of having committed misconduct of doing acts prejudicial to the interests of the bank within the meaning of Chapter XI, Regulation 3, Clause (m) of the Canara Bank Service Code. That service code does not apply to the workman in view of the provisions. In the All India Awards and Bipartite settlements. The allegations against the workmen were that on 4-10-1986 at about 4.30 p.m. they together with other employees shouted slogans in a public place namely, Town Hall, Ernakulam shouting slogans such as "Go back B.A. Prabhu—We want Justice" and displayed placards "DGM Go back" and they distributed pamphlets in Malayalam. The workmen concerned submitted their explanation denying the charges alleged against them stating that they did not attend the function referred to in the charge sheet. But the management ordered domestic enquiry into the charges by appointing Sri L. Simon Dod Singh, Accountant, Staff Section (Officers), Circle Office, Thiruvananthapuram as the Enquiry Officer. The enquiries were held in common. The workmen were represented by Sri K. V. George, Assistant Secretary of the Union. The enquiry officer found the workmen guilty of the charges and recommended the punishment of stoppage of increment for one year without cumulative effect. The enquiry conducted against the workmen is vitiated by serious infirmities. The findings of the enquiry officer are perverse. The action of the enquiry officer in proposing the punishment in question is arbitrary and without jurisdiction. The Disciplinary Authority blindly accepted the enquiry report and the recommendations without affording a personal hearing on the proposed punishment. The workmen concerned preferred an appeal to the Appellate Authority. But he dismissed the appeal without considering the contentions raised by the workmen. The punishment imposed on the workmen concerned is illegal, arbitrary and unjustified. The workmen are not guilty of the charges. The enquiry was conducted violating the principles of natural justice. The enquiry officer has acted as Prosecutor-cum-judge. The enquiry officer acted in a biased manner and he conducted the prosecution for the management. He cross-examined the defence witnesses. He introduced two fresh witnesses subsequently and obtained the tutored oral evidence from them. In total violation of the principles of natural justice and equity. The management documents were got marked by the enquiry officer illegally and improperly. The objections raised by the defence representative in marking those documents were not considered by the enquiry officer. The findings of the enquiry officer are not based on legal evidence; but it is based on conjectures and surmises. The enquiry officer suppressed material witnesses in the enquiry. The charges alleged against the workmen will not constitute a misconduct. Holding demonstration and shouting slogans is a legitimate trade union right and it cannot be termed as misconduct. The alleged incident took place outside the premises of the management bank. The place of incident is at Town Hall, Ernakulam. The management cannot claim extra-territorial jurisdiction over the workmen in respect of the alleged incident occurred in a public place. The allegations of holding demonstration and shouting slogans against

the management by workmen are not listed or specified as misconduct in the service conditions. Therefore, no charge sheet can be issued against the workmen. The disciplinary action taken against the workmen is unsustainable. The charge sheet levied against the workman is vague and of a general nature. The clause "Doing acts prejudicial to the interests of the bank is vague and general nature". The management is not justified in punishing the workmen on such a vague clause in the service condition. Hence the union prayed for setting aside the punishment imposed on four workmen concerned and grant the withheld monetary benefits with costs.

3. The management filed a reply statement contending mainly as follows :

The workmen concerned were charge sheeted for certain misconducts committed by them and they were found guilty in the departmental enquiry. The punishment of stoppage of one increment imposed on the workmen is justifiable. The workmen involved in this case were working at Canara Bank, Panampilly Nagar, Ernakulam branch during 1986. While so on 4-10-1986, Canara Bank Broadway, Ernakulam branch had conducted their Silver Jubilee Celebrations at 4.30 p.m. at Town Hall, Ernakulam. The customers and Well Wishers of the bank were invited to the function. The Deputy General Manager Sri B. A. Prabhu attended the function. He was scheduled to talk in that function. But the workmen concerned and other employees disrupted the function and they did not allow the Deputy General Manager to deliver his speech. They shouted slogans "DGM go back, We want justice". They also exhibited placards. The said action of the workmen tarnished the image and fair name of the bank. The above said action of the workmen was prejudicial to the interest of the bank and so they were charge sheeted under Chapter XI, Regulation 3, Clause (m) of the Canara Bank Service Code. The said clause in the service code is not inconsistent with the provisions in the bank award and bipartite settlements. The charges are not vague or general nature. The domestic enquiry was conducted in a just and proper manner by observing the principles of natural justice. The charge sheeted employees were given opportunity to defend their case in the enquiry. They were defended by another employee. The list of documents and list of witnesses were made available to the workmen concerned. The copies of the documents were also given to the workmen. There was no violation of the principles of natural justice in conducting the enquiry. The enquiry officer has not acted in a biased manner. He did not cross-examined the defence witnesses. But he has only put clarificatory questions. The findings of the enquiry officer are proper. The enquiry officer heard the workmen concerned regarding the proposed punishment. The enquiry officer had the authority to propose punishment. He proposed the punishment as provided in the Canara Bank Service Code. The domestic enquiry conducted against the workmen is just and proper. There is no ground to set aside the domestic enquiry. The action of the management is only justifiable. Hence the management prayed for upholding their action.

4. The union filed a rejoinder to the counter statement refuting the contentions raised by the management.

5. The union has challenged the very sustainability of the charge levelled against the workman. They have also disputed the validity of the domestic enquiry and the findings thereon. So this court was pleased to consider the following points as preliminary issues.

- (i) Whether the charge sheet issued to the workmen under Chapter XI, Regulation 3, Clause (m) of the Canara Bank Service code is sustainable ?
- (ii) Whether the charge levelled against the workmen concerned is vague and general nature ?
- (iii) Whether the domestic enquiry and the findings thereon are valid and proper ?

6. The enquiry officer was examined as MW-1 and the enquiry file was marked as Ext. M-1. No oral evidence was adduced from the union. Exts. W-1 to M-3 documents were marked on the side of the union.

7. Points 1 & 2 :—The workman concerned were working at the Canara Bank, Panampilly Nagar, Ernakulam branch during 1986. They were charge sheeted separately by the

charge sheet dated 22-11-1986. It is an admitted fact that the charge sheets were issued to the workmen concerned under Chapter XI, Regulation 9 (1) (a) of the Canara Bank Service code. It is the case of the management that the workmen concerned committed misconduct under Chapter XI, Regulation 3, Clause (m) of the Canara Bank Service Code. It reads as follows : "Doing any Act which is prejudicial to the interest of the bank". But the case of the union and the workmen concerned is that the said provisions in the Canara Bank Service Code is against the provisions contained in the bank awards and bipartite settlements. But they could not point out the inconsistency. It can be seen that the said provision in the Canara Bank Service Code is not at all inconsistent with the awards and bipartite settlements. So the said case of the union cannot be accepted.

8. The other case of the union is that the alleged incident occurred away from the bank's premises in a public place and the alleged misconducts committed outside the premises of the management bank will not constitute a misconduct under service conditions. The union categorically contended that the management cannot claim extra-territorial jurisdiction over the workmen. Admittedly the alleged incident occurred in a public place i.e. Town Hall, Ernakulam. If so, the workmen concerned did not commit any misconduct within the premises of the bank. Admittedly there is no provision in the bipartite settlement to take Disciplinary Action against the employees of the bank for any misconduct committed outside the premises of the bank. The Canara Bank Service Code does prescribe or enumerate any misconduct which is committed outside the premises of the bank.

9. The union has categorically contended that the charge against the workmen concerned under Chapter XI, Regulation 3 Clause (m) of Canara Bank Service Code is vague and of a general nature. So according to the union the clause "Doing Acts prejudicial to the interest of the bank" is unsustainable as that charge is vague and general nature. It is a well accepted principles that the charge must be specific and clear. There cannot be ambiguity in a charge issued to a workman. A reading of clause (m) of Regulation 3, Chapter XI, would show that the said clause is vague and general nature. The above said clause can be interpreted in such a way as to the subjective satisfaction of the person interpreting the clause. A workman or employee cannot be charged under a clause in the service code which is vague and general nature. So such a charge cannot be held as proper and sustainable charge. The Hon'ble High Court of Kerala in Gopalakrishna Prabhu Vs. Central Bank" (1991 (1) RLT 383) has held that such a clause in the Central Bank Service Code "Acts prejudicial to the interest of the bank" as very vague and violative of article 14 of the constitution. It is further held that such a clause is capable of exposing subjective evaluation of the disciplinary authority concerned. Exposing the workman concerned to vagaries of the subjective evaluation of the disciplinary authority cannot be permitted. The principles laid down in the above said decision would squarely apply in the present case on my hand. In this case also a misconduct is defined as "Any act prejudicial to the interest of the bank". But it is not specified what are the doings which can be treated as prejudicial to the interest of the bank. So such a vague charge cannot be held as sustainable. If that be so, the very charge issued to the workman for misconduct of doing acts prejudicial to the interest of the bank within the meaning of Chapter XI, Regulation 3, Clause (m) of the Canara Bank Service Code is unsustainable and unenforceable. The points are answered in favour of the union.

10. Point No. 3.—The enquiry was conducted by Shri J. Simon Dod Singh who was then working at the Circle Officer, Thiruvananthapuram of the Management Bank. There was no presenting Officer for prosecuting the charge levelled against the workman concerned. The workmen were defended by their union representative Shri K. V. George, Assistant Secretary of the union. A perusal of the enquiry proceedings and the connected papers in the M-1 enquiry file would show that the workmen concerned were given sufficient opportunity to defend their case in the domestic enquiry. But it can be seen that

the enquiry officer has acted as a prosecutor-cum-judge. A careful study of the manner in which the witnesses were examined and the documents were marked would show that the enquiry officer acted as a presenting officer to prosecute the charges levelled against the workman concerned. This fact can also be seen from the testimony of MW1, the enquiry officer. He has admitted the fact that the list of witnesses were prepared by him. The witnesses to be examined in the enquiry were chosen by the enquiry officer himself. Ext. W1 the list of documents and list of witnesses issued to the workmen concerned would reveal this fact. W1 list was signed by the enquiry officer. It is not made clear how and on what basis he selected the witnesses to be examined in support of the charges. It is further to be noted that in the W1 witness list only one witness was cited on the prosecution side. But after the examination of that witness, the enquiry officer himself decided to examine other two witnesses. It is an admitted fact that nobody from the management side requested the enquiry officer for adjournment of the enquiry for examining other two witnesses. But the enquiry officer adjourned the enquiry for the examination of other two witnesses on the side of the management. But at the same time the management had not submitted any list of witnesses or list of documents. Likewise, the documents were also got marked at the interests of the enquiry officer. The way in which he conducted the enquiry would give a clear indication that he was very much interested in establishing the charge levelled against the workmen. This conduct of the enquiry officer would throw shadow of doubt about his impartiality. The circumstances available in this case would give an indication that the enquiry officer acted in a biased manner. The testimony of MW1 is sufficient enough to hold that the enquiry conducted against the workmen concerned was not just and proper. If that be so, the findings of such an enquiry officer cannot be accepted. Hence I held that the domestic enquiry and the findings thereon are not valid. The enquiry is liable to be set aside. The point is answered accordingly.

11. In the result, the charge sheet issued to the workmen concerned for misconduct under Chapter XI, Regulation 3, Clause (m) of the Canara Bank Service Code is held unsustainable. The disciplinary action taken by the management on the basis of the said charge is set aside. The domestic enquiry and the findings thereon are also held invalid. Since the disciplinary action itself is invalid the punishment imposed on the workman is liable to be set aside. Hence I hold that the action of the management of Canara Bank in imposing the punishment of stoppage of one increment on S/Sri. Mani Thomas, K. R. Krishna Menon, Reghuthaman and M. M. Lucikutty is unjustified. The workmen concerned are entitled to the monetary benefits which are withheld by the management. But there will be no order as to cost and interest. An award is passed accordingly. Ernakulam,
15-11-1993.

M. V. VISHWANATHAN, Presiding Officer

Appendix

Witness examined on the side of Management:

MW1.—Sri. Simon Dod Singh.

Exhibits marked on the side of Management:

Ext. M1—File containing Enquiry Proceedings and connected papers.

Exhibits marked on the side of Workmen:

Ext. W1—List of witnesses and documents given to workmen in the domestic enquiry.

Ext. W2—Minutes of Discussion held on 21-7-1989.

Ext. W3—Minutes of discussion held on 26-10-1989.

नई दिल्ली, 29 दिसम्बर, 1993

का. ग्रा. 300 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार तमिल नाडु मिनरल्स लिपिटेड, मद्रास के

प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, प्रनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण भद्रास के पचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28/12/93 को प्राप्त हुआ था।

[सं. एल-29011/9/91-ग्राहि आर. (मिस.)]
बी. एम. ऐविड, डैस्क अधिनारी

New Delhi, the 29th December, 1993

S.O. 300.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Madras as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Tamil Nadu Minerals Ltd. and their workmen which was received by the Central Government on 28-12-93.

[No. L-29011/9/91-JR(Misc)]
B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL NADU MADRAS

Tuesday, the 30th day of November, 1993

PRESENT :

Thiru K. Sampath Kumar, B.A.B.I.,
Industrial Tribunal.

Industrial Dispute No. 61/91

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workmen and the management of Tamilnadu Minerals Ltd., Madras).

BETWEEN

The workmen represented by
The General Secretary,
Tamilnadu Krima Nirvana Karunkal Anai,
Karuppukkal Mine Workers Union,
Kaveripuram P.O. Metturu Dam.

AND

The Chairman-cum-Managing Director,
Tamilnadu Minerals Limited,
Tward House, Chepauk,
Madras-600005.

REFERENCE :

Order No. L-29011/9/91-JR(Misc)., dated 26-9-91,
Ministry of Labour, Government of India, New
Delhi.

This dispute coming on for final hearing on Friday, the 5th day of November, 1993 upon perusing the reference, Claim Statement and all other material papers on record and upon hearing of Thiruvalargal D. Haripanthaman, P. Kandan, Advocates appearing for the workmen, and the Management remaining absent and having been set aside, and this dispute having stood over till this day for consideration, this Tribunal made the following :

AWARD

This is a reference made for the adjudication of the following issue :

"Whether the Management of Tamilnadu Minerals Ltd., Madras is justified in no-regularising the services of NMR workers ? If not, what relief the workmen are entitled to."

2. The Petitioner filed the following Claim Statement :

The Tamilnadu Minerals Ltd., is fully owned by the Tamil Nadu Government and is a Company registered under the

Companies Act. It was started in the year 1979 to take out the natural deposits from minor mines such as felspar, mica, lime, silicon and granites etc. This Industrial Dispute is concerned with Granite mines only. The respondent carries out Granite exploration in many quarries situated in Tirunelveli, Salem, Dharmapuri and South Arcot Districts. They employ about 4000 workmen. The respondent exports granite and makes huge profits. In all the quarries owned by the respondent almost all workmen are NMR workers. The same is the case in Karungallamai quarry. Though, these NMR workmen are continuously working for years together, they are not regularised. These NMR workmen are involved directly in production and without them no production is possible. NMR workmen are employed to remove earth and bring out stone through blasting operations, using compressor. They take the stone to the dressing yards. The NMR workmen are paid daily wages Rs. 20 to 24 per days, which were meagre. They were denied equal pay for equal work. The regular workmen were paid much more doing the same and identical work. The office helpers, (Peons) Cleaners (Transport), Watchmen etc who are regular are paid 750-15-825-20-925. But, the NMRs doing the same work were paid only as mentioned above. The above workmen are unskilled.

4. The regular skilled workmen who are doing supervisory work operator, Crane driver, Tipper Driver, Tractor Driver, blaster etc. They are in the scale of Rs. 975-25-1000, but the NMR workers doing the same work were paid meagre wages as mentioned above.

4. The regular skilled workmen who are doing supervisory work are in the scale of Rs. 1200-30-1350-35. But the NMR workers doing the same work were paid a mere wage ranging from Rs. 16 to 24 per day. The same is the case in respect of Junior Assistants doing the clerical work. Keeping workmen as NMR only to deny the benefits of permanent workmen is an unfair labour practice. The respondent being the state, under Article 12 of the Constitution, it is arbitrary to keep NMR for many years without regularising them. After the conciliation ended in failure, the Management introduced new scales of wage, much below the scales given to regular workmen. New scales are nothing but conversion of the existing daily wages. The scales given to NMR and the scales given to the regular workmen are as follows : which would show the injustice done to them.

- (i) Unskilled Regular
750-15-825-20-925
- (ii) Semiskilled Regular
975-25-1100
- (iii) Skilled Regular
1200-30-1350-35

	Unskilled NMR
	400-12-460-15-685
	Semiskilled NMR
	500-15-575-20-875
	Skilled NMR
	700-22-810-27-1215

5. The NMR workers are denied other benefits such as leave facilities, G.P.F., Pension etc., Regular workmen are given 1 day earned leave for 11 days while the NMR workers are given 1 day for 20 days. No casual leave is given to NMR, but 12 days casual leave is given to regular workmen. Such arbitrary and discriminatory treatment is unjust and illegal. Therefore, the demand of the NMR workmen for regularisation may be held justified and the respondent may be directed to pay the same scales and other benefits to NMR workmen as given to regular workmen.

5. The respondent remains absent and has been set ex parte.

6. The issue that arises for consideration is,

"Whether the NMR workers mentioned in the schedule attached to the claim statement, numbering 76 should be regularised and whether they are entitled to any consequential benefits "

7. The Point : The Vice President of the Petitioner-Union examined himself as PW1 and deposed that the respondent is exporting granite and is having quarries in Dharmia-

puri, Salem, Tirunelveli and South Arcot Districts, and that this dispute relates to a quarry in Salem district known as Karungallanai quarry. He also deposed that the granite will be blasted, brought to the dressing yard, dressed and exported, that unskilled labourers will be used for removing earth, and that for all the works mentioned above, only NMR workers are used. He also stated that these NMR workers are used as Peons, Lorry Cleaners, and Watchmen and that there are also regular Peons, Lorry Cleaners, and Watchmen who are doing the same work. He deposed that while the regular workers are drawing pay in the scale of Rs. 750-15-825-20-925 apart from other benefits, the NMR workers doing the same work are paid daily wages of Rs. 20 to 24 per day. He also deposed that Compressor Operators, Crane drivers, Tipper drivers, Tractor Drivers, Blasters, Junior Assistants are semi-skilled labourers and these work are done by regular workers as well as NMR workers. WW1 also deposed that regular workers are paid in the scale of Rs. 795-25-1100 while the NMR workers are paid daily wages at Rs. 20 to 24. WW1 also deposed that supervisors, who are skilled workers, are paid in the scale of Rs. 1200-30-1350 and the NMR workers doing the same get the daily wages of Rs. 20 to 24. He stated that these NMR workers should be regularised and that the list of NMR workers with their grade, the date of their joining the unit has been attached with the claim statement. He also stated that all these workers mentioned in the list had worked with the respondent for more than 2 years continuously on the date of raising the industrial dispute. He also stated that after the industrial dispute was raised, the unskilled, semi-skilled and skilled NMR workers have been given a scale of pay which is same as the daily wages. He stated that the unskilled workmen are put on a scale of Rs. 400-12-460-15-685, the semi-skilled are put on a scale of Rs. 500-15-575-20-875, and the skilled are put on a scale of Rs. 700-22-810-27-1250. He also stated that NMR workers are not given GPF, Pension, Casual Leave and that while the regular employees are allowed to earn 1 day leave for 11 days work, the NMR workers are allowed to earn 1 day for 20 days of work. He also stated that for equal work there should be equal pay. There is no evidence to the contra.

8. The learned counsel for the Petitioner Union also endorsed on the reference that the workmen may be regularised on completion of 2 years of service from the date of their joining. Therefore, I find that the NMR workers mentioned in the list attached to the claim statement shall be regularised from the date of their completing 2 years of continuous service with the respondent, and that they will also be entitled to equal pay with the other regular employees of the respective same grades. They will be entitled to back wages and other attendant benefits including Casual Leave, Earned Leave, GPF, Pension etc.

9. In the result, an award is passed directing the respondent to regularise the 76 workmen mentioned in the list, attached to the claim statement of the petitioner, from the date of their completing 2 years of continuous service with the respondent, and also directing that they shall be paid the same pay as are paid to their equals regularly working in the respective grades. These workmen are also entitled to back wages and other attendant benefits including Earned Leave, Casual Leave, GPF, Pension etc., No costs.
Dated, this 30th day of November, 1993.

INDUSTRIAL TRIBUNAL. WITNESSES EXAMINED

For Workmen :

W.W. 1 : Thiru K. Vijayan.

For Management : None

DOCUMENTS MARKED

For workmen :

Ex. W-1/29-11-89 : Dispute raised by the Petitioner-Union before the Assistant Labour Commissioner, Maddas seeking regularisation (Xerox copy)

Ex. W-2/13-9-90 : Remarks of the Management filed before the Assistant Labour Commissioner (Central), Madras-6 (Xerox copy).

Ex. W-3/1-11-90 : Reply to Ex. W-2 filed by the Petitioner-Union before the Assistant Labour Commissioner (Central), Madras-6 (Xerox copy).
 Ex. W-4/29-11-90 : Rejoinder to Ex. W-3 filed by the Management before the Assistant Labour Commissioner (Central), Madras-6 (Xerox copy).
 Ex. W-5/5-12-90 : Conciliation Failure Report Xerox copy).

For Management : Nil.

THIRU K. SAMPATH KUMARAN, Industrial Tribunal

थ्रम मंत्रालय

नई दिल्ली, 30 दिसम्बर, 1993

का. आ. 301.—आद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मसर्स माउन शिप राईट कम्पनी के प्रबन्धतात्त्व के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुवंश में निर्दिष्ट आद्योगिक विवाद में केन्द्रीय सरकार आद्योगिक अधिकरण व थ्रम न्यायालय नं. 1. मुवह्ह के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-12-93 को प्राप्त हुआ था।

[मं. एव.-31012/5/90-प्राई ग्रार (विविध)]
ब्री. एम. डेविड, डैस्क अधिकारी

MINISTRY OF LABOUR

New Delhi, the 30th December, 1993

S.O. 301.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Bombay as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Modern Shipwright Co., and their workmen, which was received by the Central Government on 29-12-1993.

[No. I-31012/5/90-IR(Mis.)]

B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I AT BOMBAY

PRESENT:

Shri Justice R. G. Sindhakar, Presiding Officer.

Reference No. CGIT-52 of 1990

PARTIES:

Employers in relation to the management of M/s. Modern Shipwright Co., Bombay.

AND

Their Workmen.

APPEARANCES:

For the Management : Shri Salim.

For the Workmen : Workman present in person.

INDUSTRY : Ports & Docks. STATE : Maharashtra.

Bombay, dated the 15th day of December, 1993

AWARD

This reference has been made by Government of India, Ministry of Labour, New Delhi by letter dated July, 1990, received in this office on 30th July, 1990 :

"Whether the management of M/s. Modern Shipwright Co., Bombay were justified in terminating the services of Shri Ismail Hussain, Foreman with effect from 1-1-1989? If not, what relief the workman concerned is entitled to?"

2. The short point that arises for consideration in this reference is whether the services of the workman Shri Ismail Hussain were terminated and with following the provisions of Section 25(F) of the Industrial Disputes Act, 1947 herein-after referred to as the Company.

3. It arises in the following set of facts.

4. Shri Ismail Hussain, in his statement of claim states that he was employed by M/s Modern Shipwright Company, hereinafter referred to as the Company and was designated as a Foreman. He continued in his service for 8 years, he was paid Rs. 1000 per month as wages and was assigned work in Bombay Port Trust Docks. He was supposed to look after the work done by other workers in the Docks and was himself doing work in the Dock alongwith other workmen (Chipping and Painting Bombay Dock Labour Board).

5. The workman lodged a complaint with the Labour Officer on 12th April, 1989 and made a demand of reinstatement by his letter dated 10-4-1989. He, thereafter, states that for two years between 1980 and 1981 he was paid Rs. 600 per month and for the night shift from 1982 to 1985 no payment was made. He was only paid Rs. 760 per month. When he demanded salary for night shift he was asked not to come. However, from 1987 he was paid Rs. 1000 per month, he came to be removed from service on 1-1-1989.

6. He contends that such termination amounted to retrenchment and was in violation of section 25(F) of the Act. His grievances is that he was not paid for the month of December 1988 much less was he paid one month's notice wages and other legal dues. He thereafter, stated that he has been unemployed since then and he prayed for reinstatement with continuity of service and full back wages with effect from 1-1-1989.

7. On behalf of the management written statement, has denying allegations made in the statement of claim has been filed. It is the contention of the management that the services of Shri Ismail Hussain were not terminated but he failed to report for work when there was work. It is further stated that he is now past 58 years of age and therefore, cannot be reinstated as per the rules, practice and procedures of the Company.

8. The contention is that the Company engaged him as a temporary Foreman for work intermittently since sometime in 1983. The Company was taking contracts from other parties for chipping and painting of Vessels which in itself was of an intermittent character and not of a permanent nature. As and when there was work for the Company Shri Ismail was appointed to work temporarily on daily wages. According to the management, for the past one year the Company does not have any work.

9. It is denied that he was paid Rs 600, 750 and 1000 per month as wages as stated by him. He was paid Rs. 40 per day in December, 1988 as and when he was engaged on daily and casual basis. He was only supervising the work. It is stated that the workman himself pleaded his inability to continue to work on account of his old age and ill health whenever he was told that he has work and he could come for it. It is also stated that the Company had no work since 1989 December and workman also did not come. Question of payment of wages for December 1989 did not arise.

10. There has been no oral evidence on record adduced on other side. There is no documentary evidence either. In the absence of any evidence I heard the arguments advanced by the workman and Mr. Salvi, on behalf of the management.

11. The management has denied that he was employed on regular basis on monthly salary from 1980 to 1988. According to the management he was paid daily wages of Rs. 40 in 1988. He was doing only supervisory work. It is however, the contention of the management that the Company itself

was not having regular work which consisted of chipping and painting of vessels. As and when it had work it engaged employee Shri Ismail Hussain on daily wages for supervision purpose. There is no evidence adduced to show that the workman was employed otherwise than as alleged by the Company. It is therefore, not possible to hold that he was regular employee and paid monthly wages.

12. It is also the contention of the management that the Company itself did not have regular work. As and when the Company had work it employed workmen.

13. In the circumstances, it is thereafter, contended that Shri Ismail Hussain himself was no interested in work on the ground of ill health and old age. He did not report for work on number of occasions though asked to do so. According to the management he never worked for 240 or more days in any year and as stated earlier, there is no evidence adduced to contravene this assertion of the management. In this connection it has to be noted that the Managing Partner, Shri Mohammed Ali filed application on 15th January, 1991, stating that the services of Shri Ismail were never terminated and further requested this Tribunal to direct him to report for work from the next day if he was interested and assured that he will be given work as before. Shri Ismail accompanied by Shri Jagdish Koli, Joint Secretary of the Lal Bawali Godi Kamgar Union and took note of this application. The workman requested for time for consideration of this offer on the ground that his Advocate was not present in the Court. And on the following day, that is, 29-1-1991 informed this Tribunal that he does not want to settle the dispute. This is an indication of the fact that when offered work he was not in a mood or in a position to accept offer and report for the work. Considering all these facts, it is difficult to conclude that his services were terminated.

14. The contention is that he was retrenched without following the provisions of Section 25(F) of the Act. For attracting the provisions of section 25(F) he must have been in continuous service for a period of one year and definition of 'continuous service' has been given in section 25(F) of the Act. In the present case he should have been in service for 240 days in 12 calendar months preceding the date of his termination. It has not been shown that he had worked for 240 days in the 12 preceding months. In the circumstances 25(F) will not be attracted and there could be no violation. In view of all this I find that there is no merit in the contention raised by the workman and hold that he is not entitled to any relief. Award accordingly.

R. G. SINDHAKAR, Presiding Officer

नई दिल्ली, 30 दिसम्बर, 1993

का.अ . 302-श्रीयोगिक विवाद श्रिविनियम, 1947 (1947 का 14) की धारा 17 के अन्तर्गत में, केन्द्रीय सरकार मुम्बई पोर्ट ट्रस्ट के प्रबन्धतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निहित श्रीयोगिक विवाद में केन्द्रीय सरकार श्रीयोगिक श्रिविनियम व अम न्यायालय न. 1 मुम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-12-93 को प्राप्त हुआ था।

[पल-31012/22/90-आई.आर. (विविध)]

बी.एम. डेविल, ईस्क प्रधिकारी

New Delhi, the 30th December, 1993

S.O. 302.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Bombay as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bombay Port Trust and their workmen, which was received by the Central Government on 29-12-93.

[No. L-31012/22/90-IR (Misc.)]

B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, BOMBAY

PRESENT :

Justice Shri R. G. Sindhakar,
Presiding Officer

Reference No. CGIT-30 of 1991

PARTIES :

Employers in relation to the management of Bombay Port Trust.

AND

Their Workmen

APPEARANCES :

For the Management.—Shri M. B. Anchani, Advocate.
For the Workman.—No appearance.

INDUSTRY : Ports & Docks STATE : Maharashtra.
Bombay, dated the 1st day of December, 1993

AWARD

This is a reference made by the Ministry of Labour, Government of India, by letter dated 5-4-1991 for adjudication under section 10(1)(d) of the Industrial Disputes Act, 1947.

"Whether the management of Bombay Port Trust, Bombay, were justified in imposing a penalty of dismissal from services of Shri Y. P. Kamble, Ex-Watchman, Security Organisation w.e.f. 6-2-1988? If not, to what relief is the workman entitled to?"

2. Since after receipt of the reference, notices were issued to both the parties.

3. In this case, Mr. M. B. Anchani, Advocate appeared on behalf of the Bombay Port Trust, and there was no appearance on behalf of the Union. The union has also not filed its statement of claim inspite of several opportunities given to it. It is therefore, difficult to adjudicate upon the matter in the absence of any statement of claim. In the circumstances, the reference is disposed of and award is accordingly made

R. G. S. SINDHAKAR, Presiding Officer
नई दिल्ली, 31 दिसम्बर, 1993

का.आ. 303.—श्रीयोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार, पंजाब एंड सिध बैंक के प्रबन्ध संघ के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुवंश में निर्दिष्ट श्रीयोगिक विवाद में केन्द्रीय सरकार श्रीयोगिक अधिकरण, चंडीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-12-93 को प्राप्त हुआ था।

[मं.एल-12011/21/91-आई आर बी-2]
बी.एम. डेविड, डैस्क अधिकारी

New Delhi, the 31st December, 1993

S.O. 303.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab & Sind Bank and their workmen, which was received by the Central Government on 28-12-93.

[No. I-12011/21/91-IR(B-II)
B. M. DAVID, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER,
CENTRAL, GOVT., INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, CHANDIGARH

Case No. I.D. 111/91

Workmen Vs. Punjab & Sind Bank.
For the workman.—None.
For the management.—Shri Kanwaljeet Singh.

AWARD

Central Govt. vide gazette notification no. L-12011/21/91-IR(B-II) dated 28-8-91 issued U/s 10(1)(d) of ID Act 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Punjab & Sind Bank is justified and reasonable for not re-conducting the written test for sub-staff members and for recovering TA & DA disciplinary action against the sub-staff? If not, to what relief are the workmen entitled?"

2. The Union did not put up appearance despite various registered notices. Vide order dated 9-6-1993 the management was asked to lead the evidence. The management produced MWI Nath Singh Officer of Punjab & Sind Bank in evidence.

3. I have heard counsel for the management and gone through the evidence.

4. The Union even did not file the statement of claim. Facts gathered from the evidence of the management's witness is that employees of the said management had claimed TA & DA which were validly passed enabling them to appear in the test as evident from the evidence of MWI Nath Singh that the management had recovered the amount of TA & DA from the persons who did not appear in the test but claimed TA & DA. The management had allowed TA & DA for their employees to appear in the test but when those employees had not appeared in the test, the management is within its right and justified to recover the same.

5. In view of the discussion made in the earlier paras, the petitioner have certainly no claim, same is dismissed and reference returned to the Ministry, Chandigarh.

7-12-93

ARVIND KUMAR, Presiding Officer

नई दिल्ली, 31 दिसम्बर, 1993

का.आ. 304.—श्रीयोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार नार्थ मालवार ग्रामीण बैंक, केसीर (केरल) के प्रबन्धतात्र में सम्बद्ध नियोजकों और उनके कर्मकारों के बीच अनुवंश में निर्दिष्ट श्रीयोगिक विवाद में केन्द्रीय सरकार श्रीयोगिक अधिकरण, कोजीकोर्ड के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-12-1993 को प्राप्त हुआ था।

[मं.एल-12011/39/92-आईबी-III/बी.आई]
बी.एम. डेविड, डैस्क अधिकारी

New Delhi, the 31st December, 1993

S.O. 304.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kozhikode as shown in the Annexure, in the industrial dispute between the employers in relation to the management of North Malabar Gramin Bank Cannanore (Kerala) and their workmen, which was received by the Central Government on 30-12-1993.

[L-12011/39/92-IR.B.II[B-II]

B. M. DAVID, Desk Officer.

ANNEXURE

IN THE LABOUR COURT, KOZHIKODE, KERALA STATE

Dated this the 22nd day of October, 1993

PRESENT :

Shri P. Thankappan, B.Sc., B.L.
Presiding Officer
I.D. (C) No. 3/93

BETWEEN :

The Chairman,
North Malabar Gramin Bank,
P. B. No. 59,
Bank Road,
Cannanore-670001 (Kerala)

Management.

AND

The General Secretary,
North Malabar Gramin Bank,
Officers Association,
Room No. 18,
Hajee Buildings,
Fort Road,
Cannanore 670001 (Kerala)
Representations —
.. Union.

Sri E. M. Vijayan, Advocate, Calicut.—For Management

AWARD

This industrial dispute between the employers in relation to the management of North Malabar Gramin Bank and their workmen was referred to this court by the Central Government under Section 10(1)(d) and 2(A) of the Industrial Disputes Act, 1947 for adjudication as per Order No. L-12011/39/92-IR.B.III/B.I dated 29-1-1993 of the Ministry of Labour, Government of India, New Delhi. The point for adjudication is "whether Field Supervisors of North Malabar Gramin Bank are workmen as defined under Section 2(s) of the Industrial Disputes Act, 1947. Notice was served on both parties, the management entered appearance and filed statement contending that the Field Supervisors are not workmen as defined under the Act. The union representing the workmen however, remained absent. There was no representation for the workmen. The union was accordingly set ex parte. MW1 was examined on the side of the management in support of their contention.

2. The union's claim is that the Field Supervisors of the North Malabar Gramin Bank are workmen coming within the purview of the Industrial Disputes Act. The management in their statement denied the union's claim and contended that the Field Supervisors cadre is an Officer cadre and therefore they are not entitled to the benefits conferred on the workmen. In support of this contention the management sought reliance on the testimony of MW1, the Manager of the Personnel Department of the management bank and Exts. M1 to M4. Ext. M1 is the North Malabar Gramin Bank (Staff) Service Regulations, 1980. The Officer category is defined under regulation 2(i) of Ext. M1 and it includes Chairman, Manager, Administrative Officer, Field Supervisor etc. The National Industrial Tribunal for Regional Rural Banks in the award dated 30-4-1990 has stated that the duties of the Field Supervisors are similar to that of Field Officers of Nationalised Banks. The Equation Committee constituted to make recommendation on the equation of posts in Regional Rural Banks vis-a-vis Sponsor Banks has equated the post of Field Supervisor to that of Junior Manager Grade Scale I. The Branch Managers are also equated to the same scale. It is stated that from 1-1-1991 onwards the Field Supervisors and Managers are drawing salary in one and the same scale i.e. 2100-120-4020. Ext. M2 is the Government Order regarding the Equation Committee Recommendation and Ext. M3 is the Equation Com-

mittee Report (Pages 1 to 7). Ext. M4 is another portion of Equation Committee Report (Pages 33 to 45).

3. The learned counsel for the management submitted that the union is estopped from contending that the Field Supervisors are workmen as defined under the Industrial Disputes Act. According to him in a case before National Industrial Tribunal for Regional Rural Bank at Hyderabad the union has canvassed for the position that the post of Field Supervisor is an Officer cadre. The National Tribunal held that the post of Field Supervisor is an Officer Cadre considering their nature of duties. Field Supervisors are responsible for the processing of loan applications, conducting of spot inspection, recommending loans, inspecting the hypothecated goods, taking timely recovery measures obtaining of acknowledgments, verification of various statements prepared by clerks in connection with loans etc. They are also delegated with the power to act as Manager of the banks during leave period of regular Managers. They enjoy all powers of the Manager. According to the respondent the Field Supervisors are employed in managerial and administrative capacity. These facts are spoken to by MW1 examined on the side of the management. It is clear from the evidence of MW1 that the Field Supervisors are not workmen as they are in the Officer Cadre. I do not find any reason to disbelieve the unchallenged testimony of MW1 supported by Exts. M1 to M4. In view of what is stated above I hold that the Field Supervisors of North Malabar Gramin Bank are not workmen as defined under Section 2(s) of the Industrial Disputes Act, 1947. An award is accordingly passed in adjudication of the dispute referred.

4. This award will come into force on the expiry of 30 days from the date of its publication in the Official Gazette.

Dictated to the Confidential Assistant, transcribed by him, revised, corrected and passed by me on the 22nd day of October, 1993.

P. THANKAPPAN. Presiding Officer

नई दिल्ली, 31-12-1993

का.आ. 305.—श्रीधोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उच्च बैंक (एशिया) के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट श्रीधोगिक विवाद में केन्द्रीय सरकार श्रीधोगिक अधिकरण, बम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय को 31-12-1993 को प्राप्त हुआ था।

[संघरा एल-12012/45/92-प्राईसार (बीIII)]

बी.एम. डेविड, डैस्क अधिकारी

New Delhi, the 31st December, 1993

S.O. 305.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bombay as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Deutsche Bank (Asia) and their workmen, which was received by the Central Government on 31-12-1993.

[L-12012/45/92-IR (B-III)]
B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, BOMBAY

PRESENT :

Shri Justice R. G. Sindhakar. Presiding Officer.

Reference No. CGIT-31 of 1992

PARTIES :

Employers in relation to the management of Deutsche Bank (Asia)
AND
Their Workmen.

APPEARANCES :

For the Management—Shri Pota, Advocate.
For the Workman—Shri Sheity, Advocate.

INDUSTRY : Banking **STATE :** Maharashtra

Bombay, dated the 17th day of December, 1993

AWARD

The Government of India, Ministry of Labour has by letter dated 10th of April 1992 made the following reference to this Tribunal for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947.

"Whether Shri P. J. D'Souza was the workman of Deutsche Bank (Asia) ? If so, whether the action of the management of Deutsche Bank (Asia) in terminating the services of Shri P. J. D'Souza with effect from 30-4-1991 was justified ? If not, to what relief the workman is entitled to ?"

2. Mr. D'Souza was appointed by letter dated 11-7-1980 as a Driver by Mr. Neilson, who was the Chief Executive of the Deutsche Bank, which was then named the European Asian Bank. He left India and was succeeded by Mr. Poehlson and Mr. D'Souza continued as Mr. Poehlson's driver. In December 1989, Mr. Freze succeeded Mr. Poehlson and Mr. D'Souza continued to drive the car of Mr. Freze. However, on 30-4-1991, Mr. Freze told Mr. D'Souza that his services were no more required, and he did not assign any reason.

3. According to Mr. D'Souza, he was employed by the Bank and his services were terminated without any reason, and, therefore, entitled to reinstatement and back wages.

4. On behalf of the Bank, written statement has been filed. It is contended that he was not a 'workman' within the meaning of section 2(s) of the Industrial Disputes Act, 1947 (hereinafter the Act), and therefore, he cannot raise any Industrial Dispute. According to the Bank management the point as to whether he was an employee of the bank is to be dealt with and decided first.

5. It is contended that he was initially appointed by Mr. Neilson, and thereafter by Mr. Poehlson and later by Mr. Freze, who worked as the Chief Executives of the Bank. However, it was denied that he was employed by the Bank as a driver. According to the Bank management, these Executives were provided allowances for engaging drivers on the cars provided and maintained by the Bank. There is no relationship of Master and Servant between the workman and the Bank. It is therefore, contended that Mr. D'Souza cannot make a grievance about his termination, against the Bank.

6. The point that arises for consideration is whether Mr. D'Souza was an employee of the Bank. In this connection, on behalf of the Bank management, reference has been made to the documents on record and the oral evidence of the parties.

7. Mr. D'Souza came to be appointed by letter dated 11-7-1980 (Exh. A) which is signed by Mr. Neilson, and therein it has been specifically stated that pursuant to the visit of Mr. D'Souza, he was employed as a "personal driver" from 11-7-1980. His terms of appointment have also been mentioned in this letter. It is clear from this letter, that the appointment is by Mr. Neilson and no by the Bank. The appointment is as a "personal driver" and not on the establishment of the Bank. It has been mentioned therein that: "other benefits that you will receive from me are two pairs of cotton linen uniforms, one pair of shoes, one umbrella per annum." It is further stated that; "To assist you in reporting in time, and to reach you home, you may take out a second class season ticket upto your place of residence, the cost of which will be born by me."

8. The second document at Exhibit-C is a letter dated 28-1-1981, addressed to Mr. D'Souza by Mr. Neilson. This letter read thus : I am pleased to increase your monthly salary from Rs. 656 hitherto paid to Rs. 737. This again indicates that Mr. Neilson was his master. Copy of this is sent to the Accounts Department, and the Personnel Department for information, indicating clearly that the Bank has had no hand in it.

9. Once Mr. D'Souza executed an undertaking against a loan of Rs. 15,000 received from Mr. Freze, the last of the executives for whom he worked. It appears that Mr. Freze had given Mr. D'Souza a loan of Rs. 15,000 and he (D'Souza) undertook to use it for the purpose for which it was given, and to repay the same in monthly instalments of Rs. 1,000 each. He authorised Mr. Freze to deduct the said amount of instalment from his monthly salary. He also executed a pro-note (Exh-D), for the same sum of Rs. 15,000.

10. On behalf of the Bank management certain documents have been produced to show that in the case of an employee of the Bank, certain formalities are required to be carried out. In the first instance, candidates are to be called for a test, and then the Bank management has to issue a letter of appointment to the employee who has been employed by the Bank. The employee will be required to undergo Medical Test, etc. Documents at Serial Number 1 to 10 go to show the several formalities as required to be completed in connection with an appointment. The Bank has produced copy of the salary statement of Mr. Freze, the Bank has also produced copy of the salary sheet for the month of May 1981, which shows that the name of Mr. D'Souza does not appear in the list of employees who are paid salary by the Bank.

11. The management has relied upon the evidence of Mr. Naresh Mansukhani, who had stated that Mr. D'Souza was engaged by Mr. Neilson, as his personal driver. He further stated that the facility of the Railway Pass provided to Mr. D'Souza is not a facility provided to the employees of the Bank. He stated further in his affidavit the terms and conditions of appointment of Mr. D'Souza are different from those of the workmen of the Bank, which were governed by various Awards and Settlements. He has also referred to the documents in connection with appointment and to show the various other facilities provided to the employees on the Establishment of the Bank.

12. It has been further stated that the permanent employees of the Bank were paid their salary by crediting their respective accounts with the amount after deducting Income Tax if any applicable. It was not done in the case of Mr. D'Souza. It is also stated that he was also not entitled to any of the benefits, to which the regular employees of the Bank were. He stated that, the Bank employees were given personal loans, and housing loans under certain terms and conditions with regard to repayment. He further stated that Mr. D'Souza was not entitled to any such facilities and hence he had not availed them. Instead, he had borrowed money from Mr. Freze, which could be seen from the document at Exh-D.

13. According to him, one Mr. Ravi Singh was transferred from Bombay to Delhi, and he took his personal driver along with him. He would not have been allowed to take his driver to Delhi if he had been a driver appointed by the Bank.

14. The cases of Mr. Pradeep Singh and Mr. Ravi Singh are stated as instances. It is also contended that payment of overtime wages was made to the driver subject to certain limitations fixed by the Bank in that respect. It has been stated further, that the Bank provides a car and reimburses the expenses incurred by the Executives for employing a driver subject to certain conditions laid down by the Bank.

15. He has been cross examined on behalf of the workman Mr. D'Souza by his learned advocate. I do not find anything brought out to justify rejection of Mr. Mansukhani's evidence. In the cross-examination, it has been stated that the Bank does not appoint any driver even for the Bank's staff car.

16. Mr. D'Souza has filed his affidavit in support of his defence, and he was subjected to cross-examination by Mr. Rele, the learned advocate appearing on behalf of the

ank. From the cross-examination it appears that the service conditions applicable to the employees of the Bank were not applicable to Mr. D'Souza. He contended that he was appointed by Mr. Neilson initially, and while leaving India, Mr. Neilson introduced Mr. D'Souza to Mr. Poehlson, and thereafter, by Mr. Poehlson to Mr. Frese. It is therefore, not possible in view of all this above, to hold that Mr. D'Souza was an employee of the bank.

17. It was pointed out, that a letter of appointment was given to him, and that he was required to maintain a Log Book, and these circumstances go to show that he was not a personal driver and, he was an employee of the bank. But it is, that a letter of appointment has been given stating the terms and conditions of appointment, and, this has been rightly done, in order to avoid misunderstandings in the future with regard to salary of overtime wages. Mr. Mansukhani has made it clear in his evidence that no entries are required to be made by Mr. D'Souza in the Log Book, and that the Overtime Allowance payable to him was also not calculated on the basis of the entries in the Log Book. It is to be noted that the Log Book is maintained in order to have a control over the vehicle. It was stated that the letter of appointment issued to Mr. Neilson also had a clause to the effect that the expenses incurred by him towards driver's remuneration will be reimbursed. It is true that the letter addressed to Mr. Neilson is not on record, but, the learned counsel appearing for the Bank management stated that it could not be traced. This is what Mr. Mansukhani stated in the course of his cross-examination.

"I should be able to get the letter of appointment issued to Mr. Neilson, if record is traced."

18. On behalf of the management, reliance was placed on decision of the Supreme Court, reported in AIR 1978 SC 31, between Punjab National Bank and Gulam Dastagir. The ruling in this case is respectfully followed, and applying its decision, it is possible for me to hold that Mr. D'Souza was a person appointed by the Bank, and this issue is to be answered against Mr. D'Souza.

19. Mr. Rele, on behalf of the management submitted at Mr. D'Souza could not have been under the impression that he was an employee of the Bank, and in fact he was not. He submits that Mr. D'Souza never insisted on providing the benefits which the other employees of the Bank were entitled to, during his long association with the Chief Executive. The letter of appointment issued by the Chief Executive Mr. Neilson goes to show that Mr. D'Souza had separate hours of duty and separate rate of overtime. As per this letter, he was also entitled to certain other facilities like 2nd Class Railway pass upto his residence, etc. which the other employees of the Bank were not entitled. Since he could not get loan from the Bank, he took it from Mr. Frese, and he also executed a Pro-note and gave an undertaking.

20. Considering all this material on record, I am unable to hold that Mr. D'Souza was an employee of the Bank. Award is accordingly made with no order as to costs.

R. G. SINDHAKAR, Presiding Officer

नई दिल्ली, 29 दिसम्बर, 1993

का.आ. 306.—श्रीयोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार खादी एवं ग्रामोद्योग कमीशन, बम्बई के प्रबन्धतंत्र में संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध विविष्ट श्रीयोगिक विवाद में केन्द्रीय सरकार श्रीयोगिक विवरण खंडिगड़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-12-93 को प्राप्त हुआ था।

[सं. एल-42012/44/87-डी 2(बी) (षीटी)]

के.वी.बी. उण्णी, डॉस्क अधिकारी
New Delhi, the 29th December, 1993

S.O. 306.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government

hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Khadi and Village Industry Commission, Bombay and their workmen, which was received by the Central Government on 28-12-1993.

[No. L-42012/44/87-D.II (B) (Pt.)]
K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI ARVIND KUMAR, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I. D. 88/88

Nathu Ram

Vs.

Khadi and Village Industries Board.

For the workman—Shri Hardayal Singh.

For the management—Shri K. D. Verma

AWARD

Central Government vide Gazette Notification No. L-42012/44/87-D. II (B), dated 2nd November, 1988 issued u/s 10(1)(d) of the I.D. Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Khadi and Village Industry Commission, Bombay in terminating the services of Shri Nathu Ram peon is justified ? If not, what other relief the workman is entitled to and from what date ?"

2. The brief facts as enumerated in the statement of claim by the petitioner is that he was appointed as peon on 23-3-1985. His services were terminated on 28-6-1985 without reason. During his service one Bashir Ahmed Bhatt was appointed on 13-6-1985 and he was still continuing on the same post. Therefore, the termination of the services of the petitioner on 28-6-1985 is in clear violation of Section 25-G of the I. D. Act 1947. He has stated to be having good conduct during his service period. According to him he belonged to scheduled caste family and as per instructions no scheduled caste person is to be retrenched from service and this his termination is in violation of said instructions. He also alleges that the post in the sub office Jammu is reserved for schedule caste and that is why he was appointed on the said post. The said is still lying vacant when his services were terminated. He has also alleged violation of Section 25-H of the I. D. Act and has thus sought reinstatement with continuity and with full back wages.

3. The management in their written statement has taken the plea that the petitioner had applied on 29-3-1985 for the post of peon and he joined his duties w.e.f 1-4-1985 at sub office Jammu on the salary of Rs. 350 for 89 days only. The said 89 days had expired on 28-6-1985 and the services of the petitioner automatically stood terminated. Further plea of the management that selection committee had recommended the name of Bashir Ahmed who was appointed against regular post on 1-6-1985 after due selection by the selection committee. However the petitioner was appointed for only 89 days as daily wage basis, therefore, there is no violation of Section 25-G of the I. D. Act, 1947. It was denied that the post was reserved for scheduled caste and scheduled tribe candidate and pleaded that it was regular post which has been filled by way of advertisement and on the basis of recommendation of the selection committee. However the petitioner never applied for the post of a peon as per advertisement and as such the question to consider him for the post does not arise. Violation of Section 25-H has also denied and sought the dismissal of the reference.

4. Replication was also filed reasserting the same facts as contained in the statement of claim.

5. The petitioner filed his affidavit Ex. W-1 in evidence. He also relied on the document Ex. W-2 the vouchers. The management also got proved the document Ex. M-1. M-2 A. Khattana Director K.V.I.C. Jammu is the management's witness. He filed his affidavit Ex. M-2. He also relied on the documents Ex. M-3 and Ex. M-4.

6. I have heard both the parties, gone through the evidence and record.

7. Counsel appearing on behalf of the petitioner has urged the violation of Section 25-F, 25-G and 25-H of the I. D. Act 1947 and has sought reinstatement with full back wages. There is no force in this contention. As apparent from Ex. W-2 he was initially taken for the specified period of 9 days from 23-3-1985 to 31-3-1985 as night chowkidar. Thereafter, the petitioner in his own showing and having admitted in cross-examination that his appointment was only for 89 days on daily wages and after completing 89 days he did not work lateron and further he had admitted that said 89 days had completed on 28-6-85. Therefore, the petitioner had put in all 98 days firstly for the specified period 9 days and thereafter for 89 days. Clause (bb) of Sub-Section (oo) of Section 2 of the I. D. Act is effective w.e.f. 18-8-1984. It provides that the termination of service of the workmen as a result of non-renewal of contract of employment between the management and the workman concerned on its expiry or of said contract being terminated in terms of a stipulation shall not constitute retrenchment. Therefore, being the petitioner having worked for specified period as said above it has to be held that the termination of services of the petitioner squarely covered by the exclusion clause in Section 2(oo)(bb) of the I. D. Act 1947 and hence the said action would not amount to retrenchment and the management has not violated the provision of Section 25-F of the I. D. Act 1947.

8. The petitioner has further alleged the violation of Section 25-H of the I. D. Act which is meritless legally as well as factually. The present reference is only in relation to termination and not in relation to violation of Section 25-H, therefore, the issue of violation of Section 25-H is not a matter referred to this Tribunal for adjudication and the Tribunal can not travel beyond the points in the order of reference. The ratio laid down in Firestone Tyre and rubber Co. of India Pvt. Ltd. Vs. their workmen 1981 (2) L.L.J. 218 is followed. However having the case of the petitioner fallen U/S 2(oo)(bb) of the I. D. Act which does not include termination of service of a workman as a result of non-renewal of contract of employment, the provisions of Section 25-H are not attracted. The ratio laid down in K. Rajan and other Vs. The Kerala State Electricity Board and others reported in 1992 L.I.C. page 1208 is followed. Even on factually the petitioner has miserably failed to prove as to whom the resptd. management has given employment after him and when the said employment took place. Therefore, there is absolutely no violation of Section 25 H of the I. D. Act 1947.

9. Counsel for the petitioner has argued that the post against which the petitioner was working was reserved for scheduled caste and Bashir Ahmed who was junior to the petitioner has been retained in violation of Section 25-G of the I. D. Act. There is no force in this contention. Firstly the post against which the petitioner was working was not reserved for scheduled caste category. Ex. M-1 is the application of the petitioner dated 29-3-1985 for the appointment for the post of night chowkidar in which he has no where mentioned that the post against which he is applying is reserved for scheduled caste category. Ex. W-2 is the appointment letter of the petitioner wherein the petitioner was given appointment for 9 days on the post of night chowkidar. There is nothing in it, that the post for which the petitioner was appointed was meant for scheduled caste category.

10. The matter did not rest here. Probably the petitioner made a complaint to the Commissioner for Scheduled caste and Scheduled Tribe. In response to the said complaint the petitioner was duly intimated as apparent from Ex. W-3 that the post advertised for the office was a non-reserved post. However appointment of the said Bashir Ahmed was a distinct and a different category. Ex. M-3 is the appointment letter wherein said Bashir Ahmed was appointed as peon against a clear vacancy. However the appointment of the petitioner in his own showing and from the initial appointment letter Ex. W-2 was only a night chowkidar and that too on a temporary basis. The petitioner in his own cross-examination has admitted that he was working on the post of chowkidar whereas Bashir Ahmed was working as peon. Therefore, category of the post of both these persons are distinct and also nature of the post is different because said Bashir Ahmed was appointed against regular post and the petitioner was on daily wages basis. The petitioner can only allege violation of Section 25-G in relation to the category on the post he was holding. Therefore, the

petitioner has also failed to prove the violation of Section 25-G of the I. D. Act 1947.

11. Hence nothing survive in the proceedings initiated by the petitioner and the petitioner is not entitled to any relief whatsoever.

Chandigarh,

Dated : 6-12-1993.

ARVIND KUMAR, Presiding Officer

नई दिल्ली, 29 दिसम्बर, 1993

का.आ. 307.—ओद्योगिक विवाद अधिनियम, 1947

1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केन्द्रीय निगरानी केन्द्र, कोटा के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में ओद्योगिक अधिकरण कोटा के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-12-93 को प्राप्त हुआ था।

[ए.न-42012/65/89-आईप्रा.र(डी.यू.) (पीटी)]
के.बी.बी. उण्णी, डैस्क अधिकारी

New Delhi, the 29th December, 1993

S.O. 307.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Kota (Raj.) as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Surveillance Station, Kota and their workmen, which was received by the Central Government on 28-12-1993.

[No. I-42012/65/89-IR (DU) (Pt.)]
K. V. B. UNNY, Desk Officer.

न्यायाधीश, ओद्योगिक न्यायाधिकरण, कोटा/राज.

निदेश प्रकरण क्रमांक: श्री.न्या. (केन्द्रीय)-22/1989

दिनांक स्थापित: 23/11/89

प्रसंग: भारत सरकार, अम मंत्रालय, नई दिल्ली के आदेश संघ एल-42012/65/89/आई.आर. (डी.यू.)

डी-2 (बी) दिनांक 16/11/89

ओद्योगिक विवाद अधिनियम, 1947

मध्य

रामकल्याण पुत्र श्री लाभचन्द द्वारा क्षेत्रीय मंदीर महानगर मजदूर सभा, कोटा।

—प्रार्थी श्रमिक

एवं

सहायक निदेशक (कीट) केन्द्रीय एकीकृत नाशीजीव प्रबन्धन केन्द्र, श्री गंगानगर।

—प्रतिपक्षी
नियोजक

उपस्थित

श्री जगदीश नारायण शर्मा,

आर.एच.जे.एस.

प्रार्थी श्रमिक की ओर से प्रतिनिधि : श्री एन.के.तिवारी

प्रतिपक्षी नियोजक की ओर से प्रतिनिधि : श्री सी.बी. सोरल
अधिनिर्णय दिनांक : 24 नवम्बर, 1993

अधिनिर्णय

भारत सरकार, श्रम मन्त्रालय, नई दिल्ली द्वारा निम्न निर्देश औद्योगिक विवाद अधिनियम, 1947 (जिसे तदुपरान्त अधिनियम, 1947" में सम्बोधित किया जावेगा) की धारा 10(1)(घ) व उपधारा (2-क) के अन्तर्गत इस न्यायाधिकरण को अधिनिर्णयार्थ सम्प्रेषित किया गया है :—

"Whether the action of the management of Central Surveillance Station, Kota in terminating the services of Shri Ramkalyan is justified? If not, what relief he is entitled to?"

2. निर्देश न्यायाधिकरण में प्राप्त होने पर दर्ज रजिस्टर किया गया व पक्षकारों को सूचना जारी की गयी। प्रार्थी श्रमिक ने अपने क्लेम में कहा है कि उसे प्रतिपक्षी नियोजक द्वारा 25-2-95 से ड्राईवर के पद पर नियोजित किया गया था। फिर नियोजक ने प्रार्थी को दि. 7-12-88 को एक माह की अवधि में नौकरी समाप्त किये जाने का पत्र देते हुए उसे 7-1-89 से नौकरी से निकाल दिया। प्रार्थी ने 25-2-85 से 7-1-89 तक प्रतिपक्षी के यहां ड्राईवर के पद पर नियोजित 240 दिन से अधिक काम किया है और नौकरी से हटाने के पूर्व नियोजक ने धारा 25-एफ अधिनियम, 1947 की पालना में न तो छठनी का मुआवजा दिया और न प्रस्तावित किया। प्रार्थी ने नियोजक को दि. 10-1-89 को एक रजिस्टर्ड प.डी. प्रार्थना-पत्र छपूटी पर लेने के लिए भेजा था जो नियोजक को प्राप्त हो गया, परन्तु फिर भी उसने प्रार्थी को नौकरी पर नहीं लिया।

3. जैसा कि निर्देश में लिखित पंक्तियों से स्पष्ट है, मूल रूप से यह निर्देश निगरानी ओफिसर, केन्द्रीय निगरानी केन्द्र (कृषि मन्त्रालय) कोटा के प्रबंधतात्र व श्रमिक के बीच था। इसके पश्चात दि. 3-9-92 को प्रतिपक्षी की ओर से एक प्रार्थना-पत्र प्रस्तुत किया गया जिसमें कि उप सचिव, कृषि मन्त्रालय, भारत सरकार, के पत्र दि. 23-4-91 के द्वारा केन्द्रीय निगरानी केन्द्र, कोटा एवं केन्द्रीय जैविक नियंत्रण केन्द्र, श्रीगंगानगर को विलय करने के पश्चात् उसका नाम केन्द्रीय एकीकृत नाशी जीव प्रबन्धन केन्द्र, श्री गंगानगर रख दिया गया। इस प्रार्थना-पत्र में प्रतिपक्षी की ओर से प्रार्थना की गयी कि अब जो नया उक्त नाम प्रतिपक्षी का रखा गया है उसी के नाम से प्रतिपक्षी को पक्षकार मन्मोधित किया जावे। यह प्रार्थना-पत्र स्वीकार करने के पश्चात् अब "सहायक निर्देशक (कीट) केन्द्र, श्रीगंगानगर" को ही प्रतिपक्षी के रूप में पक्षकार बनाया गया है।

4. प्रतिपक्षी की ओर से संशोधित जवाब दि. 18-11-91 में यह कहा गया है कि 25-2-85 से इस श्रमिक ने केवल 114 दिन तक ही काम किया और फिर काम छोड़कर चला गया। फिर उसने 18-3-87 से दैनिक वेतन श्रमिक के रूप में काम किया और 30-12-88 तक उसने काम किया और 7-12-88 के नोटिस द्वारा उसकी सेवायें समाप्त की जा चुकी हैं और 1/1/89 से वह प्रतिपक्षी

की सेवा में नहीं है। इसके अतिरिक्त प्रतिपक्षी संस्थान "उद्योग" की परिभाषा में नहीं आता इसलिए उसे उद्योग नहीं कहा जा सकता और वर्तमान प्रकरण प्रतिपक्षी के विरुद्ध चलने योग्य नहीं है।

5. प्रार्थी की ओर से स्वयं प्रार्थी रामकल्याण का शपथ-पत्र प्रस्तुत किया गया व प्रतिपक्षी की ओर से उनके बनस्पति रक्षाधिकारी बी.एन. गुप्ता का शपथ-पत्र प्रस्तुत किया गया। दोनों में प्रतिपरीक्षा की गयी। प्रलेखी साक्षी भी प्रस्तुत की गयी है जिसका समय-समय पर उल्लेख किया जावेगा। दोनों पक्षों की बहस सुनी गयी व पत्रावली का अवलोकन किया गया।

6. प्रतिपक्षी ने अपने जवाब में दबे शब्दों में यह कहने की चेष्टा की थी कि इस श्रमिक ने प्रतिपक्षी के यहां लगातार काम नहीं किया। किन्तु प्रतिपक्षी के गवाह श्री गुप्ता ने अपनी प्रतिपरीक्षाओं में स्पष्ट स्वीकार किया है कि इस श्रमिक ने नौकरी से हटाने के एक वर्ष की पूर्व अवधि में 240 दिन के कार्यादिवस पूरे कर लिये हैं। श्री गुप्ता ने यह भी स्वीकार किया है कि नौकरी से हटाने के पूर्व इस श्रमिक को छठनी का मुआवजा नहीं दिया गया था। इस प्रकार यह स्पष्ट है कि इस श्रमिक ने प्रतिपक्षी के यहां नौकरी में रहते हुए, नौकरी से हटाने के पूर्व एक वर्ष की अवधि में 240 दिन से अधिक पूरे कर लिये थे। उसे बिना कोई कारण बताये था जांच किये नौकरी से हटाया गया इसलिए उसका केस छठनी की परिभाषा में आता है और यह छठनी धारा 25-एफ की पालना किये बिना की गयी है इसलिए प्रार्थी को नौकरी से हटाया जाने का प्रतिपक्षी का आदेश अवैध है।

7. जहां तक राहत का प्रश्न है, श्रमिक ने अपने शपथ-पत्र में कहा है कि वह बेरोजगार है और प्रतिपक्षी के गवाह गुप्ता द्वारा भी साक्षी में इस तथ्य का कोई स्पष्ट नहीं किया गया है। किन्तु श्रमिक से जब प्रतिपरीक्षा में पूछा गया कि क्या वह काम मिलने पर नौकरी करने को तैयार है तो श्रमिक ने जवाब दिया कि वह दैनिक वेतन मजदूरी का काम नहीं कर रहा है और यदि उसे दैनिक वेतन पर मजदूरी मिले तो भी वह मजदूरी करने नहीं जायेगा। उसने बताया कि उसके ससुराल बाले ही उसे खिलाते-पिलाते हैं। श्रमिक के इस बयान से यह स्पष्ट होता है कि उसकी नौकरी से हटाये जाने के पश्चात की एक अवधि में काम करने में कोई शक्ति नहीं रही। यह भी स्पष्ट है कि कोई व्यक्ति काम से हटने के पश्चात बेरोजगार हो तो श्रक्षर न्यायालय द्वारा उसे पुनः नौकरी पर लिये जाने का आदेश दिये जाने के समय पिछली मजदूरी दिलाये जाने का आवेदन भी दिया जाता है। किन्तु इस श्रमिक का केस कुछ परे हटकर है। ऐसा लगता है कि उसके काम नहीं करने के हटधर्मी हैं और इसलिए उसने यह कहा कि उसे मजदूरी मिले तो भी वह मजदूरी नहीं करेगा। समस्त परिस्थितियों में प्रार्थी श्रमिक को पिछली 50% मजदूरी

व सेवा की निरन्तरता सहित पुनः सेवा में लिये जाने का अधिकारी घोषित किया जाना उपयुक्त समझ आता है।

8. उक्त सम्पूर्ण विवेचन के आधार पर भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा सम्बोधित निर्देश को इस प्रकार उत्तरित किया जाता है कि प्रतिपक्षी नियोजक द्वारा श्रमिक रामकल्याण को सेवा मुक्त करना उचित एवं वैध नहीं है, फलस्वरूप श्रमिक पिछली 50% मजदूरी व सेवा की निरन्तरता सहित पुनः सेवा में लिये जाने का अधिकारी घोषित किया जाता है।

इस अधिनिर्णय को भारत सरकार, श्रम मंत्रालय, नई दिल्ली को नियमानुसार प्रकाशनार्थ भिजवाया जावे।

(जगदीश नारायण शर्मा)

न्यायाधीश,

औद्योगिक न्यायाधिकरण, कोटा
नई दिल्ली, 29 दिसम्बर, 1993

का.प्रा. 308.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केन्द्रीय निगरानी केन्द्र, कोटा के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण कोटा के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-12-93 को प्राप्त हुआ था।

[एल-42012/33/89-आई.आर. (डी.यू.) पीटी]
के.बी.बी. उण्णी, ईस्क अधिकारी

New Delhi, the 29th December, 1993

S.O. 308.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Kota (Raj.) as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Surveillance Station, Kota and their workmen, which was received by the Central Government on 28-12-1993.

[No. L-42012/33/89-IR (DU) (Pt.)]
K. V. B. UNNY, Desk Officer.

अनुबन्ध

न्यायाधीश, औद्योगिक न्यायाधिकरण, कोटा/राज./
निर्देश प्रकरण क्रमांक:ओ.न्या. (केन्द्रीय)-21/1989

दिनांक स्थापित : 23-11-89

प्रसंग: भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आवेदन संख्या एल-42012/23/89-आई.आर. (डी.यू.) डी-2 (बी) दिनांक 15-11-89

औद्योगिक विवाद अधिनियम, 1947

मध्य

रमेशचन्द्र मार्फत हिन्द मजदूर सभा बंगली कालीनी कोटा/राज./

एवं

सहायक निदेशक (कीट) केन्द्रीय एकीकृत नाशीजीव प्रबन्धन केन्द्र श्रीगंगानगर।

—प्रार्थी श्रमिक
नियोजक

उपस्थित

श्री जगदीश नारायण शर्मा,
आर.एच.जे.एस.

प्रार्थी श्रमिक की ओर से प्रतिनिधि : श्री एन.के. तिवारी प्रतिपक्षी नियोजक की ओर से प्रतिनिधि : श्री सी.बी. सोरल अधिनिर्णय दिनांक : 24 नवम्बर, 1993

: अधिनिर्णय :

भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा निम्न निर्देश औद्योगिक विवाद अधिनियम, 1947 (जिसे तदुपरात्न “अधिनियम, 1947” से सम्बोधित किया जावेगा) की धारा 10(1)(घ) व उपधारा (2क) के अन्तर्गत इस न्यायाधिकरण को अधिनिर्णयार्थ सम्बोधित किया गया है—

“Whether the action of the management of Surveillance Officer, Central Surveillance Station, Kota in terminating the services of Shri Ramesh Chand w.e.f. 1st June, 1988 is justified? If not, what relief the workman concerned is entitled to?”

2. निर्देश न्यायाधिकरण में प्राप्त होने पर दर्ज रजिस्टर किया गया व पक्षकारों को सूचना जारी की गयी। प्रार्थी श्रमिक ने अपने कलेम में कहा है कि उसे प्रतिपक्षी नियोजक द्वारा 13-7-87 से बौकीदार के पद पर नियोजित किया गया था और नियोजक ने प्रार्थी को बिना किसी पूर्व सूचना के 7-6-88 से नौकरी से हटा दिया। इस पर प्रार्थी ने नियोजक को दिनांक 18-6-88 के प्रार्थना-पत्र द्वारा ड्यूटी पर लेने की प्रार्थना की, अन्यथा श्रम कानूनों के तहत कार्यवाही करने के बाबत भी सूचित किया, किन्तु इस पत्र पर कोई जवाब नहीं दिया गया। प्रार्थी ने नियोजक के यहां 13-7-87 से 6-6-88 तक निरन्तर कार्य किया है और इस अवधि में वह 240 दिन से अधिक कार्य कर चुका है। नौकरी से हटाने के पूर्व प्रतिपक्षी ने प्रार्थी को अधिनियम, 1947 की धारा 25-एफ के अन्तर्गत कोई नोटिस या उसके एवज में नोटिस वेतन या मुशावजा छंटनी का नहीं दिया। इस प्रकार प्रार्थी को अवैध प्रकार से नौकरी से निकाला गया है।

3. जैसा कि निर्देश में लिखित पंक्तियों से स्पष्ट है मूल रूप से यह निर्देश निगरानी ओफिसर, केन्द्रीय निगरानी केन्द्र (कृषि मंत्रालय) कोटा के प्रबन्धतंत्र व श्रमिक के बीच था। इसके पश्चात् दि. 3/9/92 को प्रतिपक्षी की ओर से एक प्रार्थना-पत्र प्रस्तुत किया गया जिसमें कि उप सचिव, कृषि मंत्रालय, भारत सरकार के पत्र दि. 23-4-91 के द्वारा केन्द्रीय निगरानी केन्द्र, कोटा एवं केन्द्रीय जैविक नियंत्रण केन्द्र, श्री गंगानगर जो विलय करने के पश्चात् उसका नाम केन्द्रीय एकीकृत नाशी जीव प्रबन्धन केन्द्र, श्रीगंगानगर रख दिया गया। इस प्रार्थना-पत्र में प्रतिपक्षी की ओर से प्रार्थना की गयी कि अब जो नया उक्त नाम प्रतिपक्षी की रखा गया है उसी के नाम से प्रतिपक्षी को पक्षकार सम्बोधित किया जावे। यह प्रार्थना-पत्र स्वीकार करने

के पश्चात् अब “सहायक निवेशक (कीट) केन्द्रीय एकीकृत नाशीजीव प्रबन्धन केन्द्र, श्रीगंगानगर” को ही प्रतिपक्षी के रूप में पक्षकार बनाया गया है।

4. इसके पश्चात् प्रतिपक्षी ने दि. 13-11-90 को अपने जवाब में कहा है कि प्रार्थी दैनिक वेतन भोगी श्रमिक था और उसे कानूनन कोई भी अधिकार प्रतिपक्षी की लगातार लम्बी सेवा में रहने का प्राप्त नहीं होता। इसके प्रतिरक्षित प्रतिपक्षी संस्थान अधिनियम के अन्तर्गत उद्योग की परिभाषा में भी नहीं आता। इसके अतिरिक्त श्रमिक ने 13-7-87 से 31-5-88 तक ही प्रतिपक्षी के यहाँ काम किया है इसलिए वह कोई अनुतोष प्राप्त नहीं कर सकता।

5. प्रार्थी की ओर से स्वयं प्रार्थी रमेशचन्द्र की तरफ से शपथ पत्र प्रस्तुत किया गया, जबकि प्रतिपक्षी की ओर से उनके बनस्पति रक्षा अधिकारी बी.एन. गुप्ता का शपथ-पत्र प्रस्तुत किया गया। दोनों से प्रतिपरीक्षा की गयी। प्रलेखी साक्ष्य भी प्रस्तुत की गयी है जिसका समय-समय पर उल्लेख किया जावेगा। दोनों पक्षों की बहस सुनी गयी व पदावली का अवलोकन किया गया।

6. इस प्रकरण में एक मात्र विवाद बिन्दु पक्षकारों के मध्य यही शेष रहा था कि क्या इस श्रमिक ने प्रतिपक्षी के यहाँ 240 दिन से अधिक एक वर्ष में पूरे कर लिये हैं। इस सम्बन्ध में प्रतिपक्षी के गवाह बी.एन. गुप्ता से जो प्रतिपरीक्षा की गयी है वह बहुत महत्वपूर्ण है। श्री गुप्ता ने अपनी प्रतिपरीक्षा में स्वीकार किया है कि इस श्रमिक ने नौकरी से हटाने के पूर्व एक वर्ष की अवधि में 240 दिन से अधिक काम कर लिया था। गवाह ने यह भी स्वीकार कर लिया है कि श्रमिक को नौकरी से हटाने के पूर्व छंटनी का मुश्वावजा नहीं दिया गया। इस प्रकार इस श्रमिक को पिना मुश्वावजे या नोटिस बिना नौकरी से हटाया गया और नौकरी से हटाने का कोई भी कारण नहीं बताया गया और नौकरी से हटाने के पूर्व वह 240 दिन से अधिक कार्य कर चुका था इसलिए स्पष्ट रूप से उसका केस छंटनी का है और धारा 25-एफ अधिनियम, 1947 की पालना किये बिना यह छंटनी की गयी है इसलिए यह छंटनी अवैध है।

7. जहाँ तक राहत का प्रश्न है, श्रमिक ने अपने शपथ-पत्र में कहा है कि वह नौकरी से हटाने के समय से ही बेरोजगार है। इस सम्बन्ध में श्रमिक से कोई प्रतिपरीक्षा नहीं की गयी और प्रतिपक्षी के गवाह गुप्ता ने भी अपने शपथ-पत्र में श्रमिक के कहीं लाभकारी नियोजन में होने के सम्बन्ध में कुछ नहीं कहा। किन्तु बहस के समय न्यायालय द्वारा पूछने पर श्रमिक ने स्वीकार किया है कि वह कभी-कभी मजदूरी मिलने पर बेलदारी का काम कर लेता है अतः इन परिस्थितियों में प्रार्थी श्रमिक को पिछली 50% मजदूरी व सेवा की निरन्तरता सहित पुनः सेवा में लिये जाने का अधिकारी घोषित किया जाना उपयुक्त समझा जाता है।

8. उक्त सम्पूर्ण विवेचन के आधार पर भारत सरकार, श्रम मंत्रालय नई दिल्ली द्वारा सम्प्रेषित निर्देश को इस

प्रकार उत्तरित किया जाता है कि प्रतिपक्षी नियोजक द्वारा श्रमिक रमेशचन्द्र को सेवा मुक्त करना उचित एवं वैध नहीं है, फलस्वरूप श्रमिक पिछली 50% मजदूरी व सेवा की निरन्तरता सहित पुनः सेवा में लिये जाने का अधिकारी घोषित किया जाता है।

इस अधिनियम को भारत सरकार, श्रम मंत्रालय, नई दिल्ली को नियमानुसार प्रकाशनार्थ मिजवाया जावे।

जगदीश नारायण शर्मा, न्यायाधीश

नई दिल्ली, 29 दिसम्बर, 1993

का.आ. 309.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैस्ट्रन रेलवे, कोटा के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण कोटा के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-12-93 को प्राप्त हुआ था।

[एल.-41011/48/88-डी. 2(बी) (पीटी)]

के.बी.बी. उण्णी, डैस्क अधिकारी

New Delhi, the 29th December, 1993

S.O. 309.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Kota (Raj.) as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Western Railway Kota and their workmen, which was received by the Central Government on 28-12-1993.

[No. L-41011/48/88-D. II (B) (Pt.)]

K. V. B. UNNY, Desk Officer.

अध्यबन्द

न्यायाधीश, औद्योगिक न्यायाधिकरण, कोटा/राज.

निर्देश प्रकरण क्रमांक : औ.न्या. (केन्द्रीय)-12/1989

दिनांक स्थापित : 17-10-89

प्रसंग : भारत सरकार, श्रम मंत्रालय, नई दिल्ली के ग्रावेंग

एल. 41011/48/88-डी. 2(बी) दिनांक 5-10-89

औद्योगिक विवाद अधिनियम, 1947

मध्य

डिविजनल सेक्रेट्री, पश्चिम रेलवे कर्मचारी परिषद, कोटा।

--प्रार्थी यूनियन

एवं

1. डी.आर.एम. पश्चिम रेलवे, कोटा।

2. डी.सी.ओ.एस., पश्चिम रेलवे, कोटा।

—प्रतिपक्षीगण
नियोजक

उपस्थित

श्री जगदीश नारायण शर्मा,

आर.एव.जे.एस.

प्रार्थी यूनियन की ओर से प्रतिनिधि — श्री ए.डी. ग्रोवर
प्रतिपक्षीगण नियोजक की ओर से प्रतिनिधि—श्री रामरतन शर्मा
एसीओएस

अधिनिर्णय दिनांक : 20 नवम्बर, 1993

अनिधनिर्णय

भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा निम्न निर्देश औद्योगिक विवाद अधिनियम, 1947 (जिसे तदुपरान्त “अधिनियम-1947” से सम्बोधित किया जावेगा) की धारा 10(1)(घ) व उपधारा (2क) के अन्तर्गत इस न्यायाधिकरण को अधिनिर्णयार्थ सम्बेदित किया गया है :—

1. “Whether the demand of S/Shri Nobat Singh and V. V. Thampi the workmen of Western Railway, Kota for giving them seniority w.e.f. the date of their ad-hoc promotion in 1981 instead of their regularisation after passing the test in 1984? If yes, what relief the workmen concerned are entitled to?”

2. निर्देश न्यायाधिकरण में प्राप्त होने पर वर्ज रजिस्टर किया गया व पक्षकारों को सूचना जारी की गयी। अपने क्लेम में प्रार्थी यूनियन की ओर से श्रमिकगण के सम्बन्ध में कहा गया है कि वे वेतनमान 260-400 में लिपिक के पद पर 23-9-78 से निरन्तर कार्यरत हैं। उनके कार्य के बारे में किसी प्रकार का असंतोष नहीं है। इतनी अधिक अवधि के पश्चात् भी उन्हें नियमित नहीं किया गया और न ही उनकी वरीयता निर्धारित की गयी। जबकि उनसे कनिष्ठ कई कर्मचारियों को पदोन्नति मिल चुकी है और वे वरिष्ठ हो गये हैं। जिला भण्डार नियंत्रक, कोटा के पन्न के दिनांक 23-9-78 के अनुसार कर्मकारों की तत्कालीन वरीयता के आधार पर उन्हें 260-400 के वेतनमान में स्थायी पद पर पदोन्नत किया गया था। इस पदोन्नति के पश्चात् कर्मकारों को एक टेस्ट (उपयुक्तता परीक्षा) में बैठने के लिए कहा गया जिसमें वे उत्तीर्ण नहीं हो सके किन्तु उत्तीर्ण नहोने के बावजूद वे अपने वर्तमान पद पर बने रहे। टेस्ट लेने के पश्चात् जब कर्मकार उसमें सफल नहीं हुए तो दूसरा उसी समय टेस्ट लिया जाना चाहिए था। रेलवे बोर्ड के पन्न 19-1-76 में स्पष्ट प्रावधान है कि यदि कोई कर्मचारी परीक्षा में अनुत्तीर्ण हो तो उसे 6 माह बाद दूसरी परीक्षा में बैठने के लिए बुलाना चाहिए और यदि कर्मकार इस अवसर पर परीक्षा उत्तीर्ण करले तो उसे पदोन्नति के लिए अपने से कनिष्ठ कर्मचारियों से प्राथमिकता दी जावेगी। सन् 1981 के बाद यह परीक्षा 6 माह में ली जानी चाहिए थी किन्तु वास्तव में परीक्षा 3 वर्ष पश्चात् 1984 में ली गयी जिसमें इन कर्मकारों को उत्तीर्ण घोषित किया गया और सन् 1984 से ही उन्हें पदोन्नत करके वरिष्ठता दी गयी, जबकि वास्तव में उन्हें 1981 से ही यह लाभ मिलना चाहिए था।

3. प्रतिपक्षीगण की ओर से जवाब में कहा गया है कि 23-9-78 से तदर्थे रूप से यह कर्मकार लिपिक के पद पर 260-400 के वेतनमान में कार्यरत थे। इससे पूर्व वे चतुर्थ श्रेणी अर्थात् खलतासी के पद पर कार्यरत थे। रेलवे के

नियमों के अनुसार एक ग्रुप से दूसरे ग्रुप में नियमित होने और वरीयता निर्धारित करने के लिए चयन टेस्ट पास करना अनिवार्य है। सन् 1981 में रेलवे प्रशासन द्वारा चयन टेस्ट आयोजित किया गया जिसमें ये कर्मकार असफल रहे। कुछ अन्य कर्मकार जो टेस्ट में सफल हुए उन्हें पदोन्नति दे दी गयी और श्रमिक नौबतसिंह तथा वी.वी. थेपी को प्रतिपक्षी के आदेश दिनांक 18-3-82 के द्वारा पदावनत कर दिया गया। इसके पश्चात् ये दोनों कर्मकार न्यायालय से स्थगन आदेश प्राप्त करने में सफल हो गये उस आदेश के अन्तर्गत कर्मकारों को पन्न: पदोन्नति दे दी गयी। किन्तु बाद में न्यायालय का स्थगन आदेश निरस्त हो गया और कर्मकारों द्वारा की गयी अपील भी खारिज कर दी गयी। सन् 1984 में पन्न: चयन टेस्ट में इन दोनों कर्मकारों ने सफलता प्राप्त की और उसके आधार पर 1984 से ही उन्हें वरीयता दी गयी हस्तिए नियमानुसार चयन टेस्ट पास करने के बाद 1984 से ही उन्हें वरीयता प्राप्त करने का अधिकार प्राप्त था, उसके पहले नहीं था। वास्तव में चतुर्थ श्रेणी से तृतीय श्रेणी में पदोन्नति हेतु चयन परीक्षा होती है और परीक्षा पास करने पर ही उन्हें दूसरे ग्रुप में पदोन्नति दी जा सकती है अन्यथा नहीं।

4. प्रार्थिगण की ओर से नौबतसिंह का शपथ-पत्र प्रस्तुत किया गया जबकि प्रतिपक्षीगण की ओर से श्रमिल-कुमार हरौली का शपथ-पत्र प्रस्तुत किया गया। दोनों से प्रतिपरीक्षा की गयी। कुछ प्रतेक भी प्रस्तुत किये गये। वहम सुनी गयी व पत्रावली का अवलोकन किया गया।

5. श्रमिक नौबतसिंह ने अपने शपथ-पत्र में लगभग उन्हीं तथ्यों का वर्णन किया है जिनका वर्णन ऊपर क्लेम में किया जा चुका है। अपने शपथ-पत्र में नौबतसिंह ने कहा है कि 1981 में ली गयी परीक्षा में वे दोनों कर्मकार असफल रहे थे और रेलवे बोर्ड के पत्र दि. 13-10-67 के प्रावधान के अनुभार यह परीक्षा पूनः 6 माह बाद ली जानी चाहिए थी किन्तु प्रशासन की लापत्राही के कारण यह परीक्षा 3 वर्ष पश्चात् ली गयी जिसमें उन्हें वरीपता की हानि हुई। नौबतसिंह ने अपनी प्रतिपरीक्षा में माना है कि उन्हें तदर्थे आधार पर पदोन्नति दी गयी थी। उसने यह भी माना है कि चतुर्थ श्रेणी से तृतीय श्रेणी में आने के लिए उपयुक्तता टेस्ट पास करना होता है। उपने यह भी स्वीकार किया है कि 1982 में वह उपयुक्तता टेस्ट में बैठा था किन्तु केल हो गया था। प्रतिपक्षी के गवाह ने भी अपने वयान में यही कहा है कि पदोन्नति या वरीयता के लिए उपयुक्तता टेस्ट पास करना होता है जिसके बिना कोई पदोन्नति नहीं दी जा सकती।

6. थिङ्गान प्रतिनिधि श्रमिक पक्ष द्वारा यह तर्क दिया गया कि जब कर्मकारों ने प्रारम्भ से ही लिपिक के पद पर काम किया तो चाहे उन्होने तदर्थे रूप से ही काम किया हो तो इन्होने समय के पश्चात् उन्हें वरीयता 1981 से न देकर 1984 से नहीं दी जा सकती क्योंकि उन्होने सदैव ही लिपिक

के पद पर काम किया था। उनकी ओर से “ए.टी.आर. 1992 (2) सीएटी 139-ब्रासुरेव प्रसाद बनाम यूनियन आफ इंडिया तथा ए.टी.आर. 1993 (1)सीएटी 449-सी.के. राय चौधरी बनाम यूनियन आफ इंडिया” पेश की गयी है। उनका कथन है कि इन निर्णयों के आधार पर यदि कोई व्यक्ति तदर्थ रूप से भी किसी पद पर कार्य करता है तो एक लम्बे समय गुजर जाने के पश्चात् उसे उसी घिन में वरीयता दी जानी चाहिए यी जिस दिन से उसने तदर्थ रूप से वरीयता के पद पर काम करना प्रारम्भ किया था। ए.टी.आर. 1992 (2) सीएटी 139 वाले प्रकरण में कर्मचारी जो निरीक्षक आक विभाग से सहायक अधीक्षक 16-7-82 से तदर्थ आधार पर पदोन्नत स्वरूप बनाया गया था और उसे 14-2-85 से नियमित किया गया था और इस अवधि में उनकी वरीयता में कोई व्यवधान नहीं आया, उन परिस्थितियों में उनकी पदोन्नति 16-7-82 से ही मानी गयी। इन निर्णयों को पूर्ण सम्मान देते हुए यह स्पष्ट है कि ये निर्णय वर्तमान प्रकरण पर लागू नहीं होते। दोनों पक्षों ने यह स्वीकार किया है कि चतुर्थ श्रेणी से तृतीय श्रेणी में आने के लिए उपयुक्तता परीक्षा पास करना एक आवश्यक शर्त है। यह तथ्य को नोबत सिंह ने अपनी प्रतिपरीक्षा में स्पष्ट रूप से स्वीकार किया है। इन कर्मकारों को तदर्थ रूप से पदोन्नति दी गयी थी और उन्हें 1981 में उपयुक्तता परीक्षा पास करने का मौका दिया गया किन्तु वे उसमें असफल रहे। उसके पश्चात् उनको 18-3-82 के द्वारा पदावनत कर दिया गया। इस प्रकार उनकी तदर्थ रूप से जो कथित पदोन्नति की गयी थी उससे उन्हें टेस्ट पास नहीं करने के कारण 18-3-82 के आदेश द्वारा पदावनत कर दिया गया था। प्रतिपक्षी के गवाह अनिलकुमार हरौली ने आपश्यक में इस तथ्य का समर्यन किया है। इसके पश्चात् इन श्रमिकगण को पदोन्नति अवश्यक थी गयी किन्तु वे न्यायालय के स्थगन आदेश के आधार पर दी गयी और यह स्थगन आदेश भी अन्त में अस्वीकार कर दिया गया। नोबत सिंह का दावा 12-2-85 को खारिज कर दिया गया जिसकी आवेदिका की फोटोप्रति प्रतिपक्षी की ओर से पेश की गयी है। उसके पश्चात् पुनः 1984 में इन कर्मकारों द्वारा उपयुक्तता टेस्ट/परीक्षा पास किये जाने पर उन्हें वरीयता दे दी गयी। इससे यह स्पष्ट है कि चतुर्थ श्रेणी से तृतीय श्रेणी में आने के लिए उपयुक्तता परीक्षा पास करना एक आवश्यक शर्त थी और उपयुक्तता परीक्षा में असफल होने पर इन श्रमिकगण को पदावनत किया गया। इस प्रकार उनकी सेवा की निरन्तरता नहीं रही और पदावनत किये जाने के कारण यह नहीं माना जा सकते कि वे तदर्थ रूप से प्रारम्भ से ही 1984 तक वरीयता वाले पद पर कार्यरत रहे। जो निर्णय श्रमिकभय की ओर से [एटीआर 1992 (2) 139] पेश किया गया उसमें पदोन्नति वाले पद पर कर्मचारी की निरन्तरता बनी रही थी, परन्तु वर्तमान प्रकरण में इस प्रकार की कोई निरन्तरता नहीं बनी रही। अब पदोन्नति के लिए उपयुक्तता परीक्षा पास करना आवश्यक शर्त हो तो किस आधार पर इस श्रमिकगण को 1981 से

ही पदोन्नति/वरीयता का लाभ दिया जाए, यह श्रमिक पक्ष नहीं बता पाया। यसिलेख से यह स्पष्ट है कि 1981 के चयन टेस्ट (उपयुक्तता परीक्षा) में असफल होने के पश्चात् 1982 में उनको पदावनत कर दिया गया और उनकी सेवा की निरन्तरता बनी नहीं रही और पुनः जब 1984 में उन्होंने कथित टेस्ट पास कर दिया तो उन्हें वरीयता दे दी गयी और इस प्रकार प्रतिपक्षी द्वारा किसी नियम का कोई उल्लंघन किया जाना प्रतीत नहीं होता है।

7. उपरोक्त सम्पूर्ण विवेचन के आधार पर भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा मध्येष्ठि तिर्यश को इस प्रकार उत्तरित किया जाता है कि प्रतिपक्षीय द्वारा श्रमिकगण को जो वरीयता 1991 से दी गयी है वह उचित प्रकार से दी गयी प्रतीत होती है और वह वरोपता 1981 से प्राप्त करने के प्रधिकारी नहीं है और इस प्रकार वे किसी प्रकार की राहत प्राप्त करने के अधिकारी नहीं हैं।

इस अधिनिर्णय को भारत सरकार, श्रम मंत्रालय, नई दिल्ली को नियमानुसार प्रकाशनार्थ भिजवाया जावे।

जगदीश नारायण शर्मा, न्यायाधीश

नई दिल्ली, 30 दिसम्बर 1993

का.प्रा. 310—ओट्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मिथानी कोलयरी आफ मैसर्स ई. सी. एल. के प्रबन्धताल के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओट्योगिक विवाद में केन्द्रीय सरकार ओट्योगिक अधिकरण, आसनसोल के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-12-93 को प्राप्त हुआ था।

[एल-22012/375/91 आईआर(सी-II)]
के.वी. बी. उनी, डेस्क अधिकारी

New Delhi, the 30th December, 1993

S.O. 310.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Asansol as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Mithani Colliery of M/L E.C. Ltd., and their workmen, which was received by the Central Government on 28-12-93.

[No. L-22012/375/91-IR (C-II)
K. V. UNNY, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL, ASANSOL

Reference No. 14/93

PRESENT:

Shri N. K. Saha, Presiding Officer.

PARTIES:

Employers in relation to the Management of Mithani Colliery of M/s. E.C. Ltd.

AND

Their Workman

APPEARANCES:

For the Employers—Shri B. N. Lala, Advocate.

For the Workman—Shri C. D. Dwevedi, Advocate

INDUSTRIAL : Coal. STATE : West Bengal.

Dated, the 17th December, 1993

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them by Clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following dispute to this Tribunal for adjudication vide Ministry's Order No. L-22012/375/91-IR(C-II) dated nil.

SCHEDULE

"Whether the action of the management of Methani Colliery, E.C. Ltd., P.O. Mithani, Dist. Burdwan in denying employment to the dependent i.e. legally adopted son of Shri Somai Harijan is justified? If not, to what relief is the concerned workman entitled to?"

2. The case of the union in brief is that Sri Somai Harijan was an Underground Loader at Mithani Colliery and his year of birth was 1929. In 1983 during routine medical check up he was declared unfit by the Medical Board as he was suffering from perkinsen disease and his service was terminated w.e.f. 28-7-83 with an advice that he should submit an application seeking employment for his dependent as per provisions under Clause 10.4.3 of the NCWA-II.

On receipt of the termination letter dated 28-7-83 Somai Harijan the concerned workman nominated his dependent adopted son Janardan Harijan for providing employment under Clause 10.4.3 of NCWA. He was asked by the management to submit application for employment of his dependent along with the application for payment of gratuity and refund of C.M.P.F. accumulation. Accordingly along with application for payment of gratuity and C.M.P.F. amount he submitted a statement that Janardan Harijan was his dependent adopted son and prayed for his employment. But his prayer was not considered by the management. In the Adoption Deed it was clearly mentioned that Somai Harijan took Janardan in adoption on 15-6-70 when Janardan was aged 7 years. But the management did not consider that aspect. So a dispute was raised.

3. The attempts of conciliation failed. The matter was sent to the Ministry of Labour, Govt. of India ultimately the dispute has been referred to this Tribunal for adjudication.

4. The management has filed written objection contending inter-alia that Somai Harijan was discharged from service by a letter dated 23/28-7-93. Then he requested the management to give employment to his adopted son Janardan Harijan who was previously Janardan Giri s/o Sriram Giri and a zerox copy of the registered deed dated 11-6-84 was submitted to the management. But no employment was given to the said adopted son as he was not a legally adopted son. The management has denied all the other averments of the written statement filed by the union.

5. Admittedly Somai Harijan, the concerned workman was a permanent employee of Eastern Coalfields Ltd., at Mithani Colliery and his service was terminated w.e.f. 28-7-83 on medical ground. It is also admitted that thereafter Somai Harijan prayed for employment of his dependent adopted son Janardan Harijan. It has been stated in the document of adoption dated 11-6-84 that actually Somai Harijan had taken Janardan in adoption in 1970. The management has challenged the said story of adoption.

In this case the Registered Deed supporting the story of adoption is dated 26-12-83 and a Deed of rectification is dated 11-6-84. It appears that these registered deeds were created long after the termination of the service of the concerned workman Somai Harijan.

6. In this case Somai Harijan has been examined as WW-1. He has stated that in 1970 he had informed the Court that he had taken Janardan in adoption and he further claims that he has filed documents showing that he informed the Court in 1970 about the adoption of Janardan by him. But in fact he has not filed any such document and there is nothing to corroborate him on this point. He admits that he did not inform the Company where he worked about the adoption. Further he claims that in 1970 he filed nomination papers with the C.M.P.F. Commissioner appointing Janardan as his nominee to get his Provident Fund money after his death, but no such document has been produced before this Court. He admits that before retirement he never informed the employer that he had taken one son in adoption. Further he states that he got Janardan married about 12/13 years back. He cannot say the name of the father-in-law of Janardan and his father-in-law is Giri by caste and not Harijan. Sriram Giri the father of Janardan (before adoption) has been examined in this case as WW-2. He claims that Janardan was given in adoption in 1970 as claimed by Somai Harijan. He has stated that he is a Brahmin by caste and known as Goswami. He does not know any incident of giving any son in adoption in his locality at Chapra. So considering the statement of Somai Harijan and Sriram Giri, I am to say that they are not trustworthy and so also WW-3 Bharat Giri. I find that the story of adoption in 1970 is a myth as there is no supporting documentary evidence. Moreover it is a shocking concept to me that in 1970 a Brahmin Boy was given in adoption to a Harijan father.

So considering the entire evidence on record and the facts and circumstances, I am unable to believe the story of adoption of Janardan by Somai Harijan in 1970.

7. Admittedly Janardan was aged about 7 years in 1970 and in 1983 when the document of adoption was registered on 26-12-83 Janardan was aged about 21 years. At best it can be held that Janardan was adopted by Somai Harijan in 1983 when the document was registered. According to Section 10 of the Hindu Adoption and Maintenance Act, 1956 (Act No. 78 of 1956) no person shall be capable of being taken in adoption unless the following conditions are fulfilled viz :—

- (i)
- (ii)
- (iii)

(iv) he or she has not completed the age of fifteen years, unless there is a custom or usage applicable to the parties which permits persons who have completed the age of fifteen years being taken in adoption.

From the above provisions we find that Janardan was not capable of being taken in adoption as he was aged more than 15 years in 1983.

Sri C. D. Dwevedi the Id. Advocate for the union has contended before me that Janardan was taken in adoption according to custom and usage applicable to the parties. But onus is upon the union to prove that there was such custom prevailing. I have already mentioned that Sriram Giri has clearly stated in his cross-examination that he does not know any incident of giving any son in adoption in his locality at Chapra. Somai Harijan is silent on this point. So I find that the union has rightly failed to prove that there was any custom prevailing in the locality of the parties of giving a son aged more than 15 years in adoption.

8. In view of the circumstances I find that Janardan was not legally adopted by Somai Harijan as his son before his retirement in 1983 and therefore he was not a dependent son of Somai Harijan at the time of his retirement.

9. In the result I find that the action of the management of Mithani Colliery of Eastern Coalfields Ltd., in denying

employment to the dependent adopted son of Sri Somai Hagan is justified. The workman is not entitled to get any relief in this case.

This is my award.

N. K. SAHA, Presiding Officer

नई दिल्ली, 30 दिसम्बर 1993

का.आ. 311 — औद्योगिक विवाद अधिकार, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रिजर्व बैंक और इंडिया के प्रबन्धन के संबंध नियोजक बोर्ड उनके कर्मकारों के बीच, अनुबंध में औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकार, रिजर्व का प्रकाशित करती है, जो केन्द्रीय सरकार की 29-12-93 की प्राप्त हुया था।

[संभा एल-12011/39/91-आईमारबी-III)]
के.वी.बी. उन्नी, डेस्क अधिकारी

New Delhi, the 30th December, 1993

S.O. 311.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Bombay as shown in the Annexure, in the industrial dispute between the employers in relation to the Reserve Bank of India and their workmen, which was received by the Central Government on 29-12-93.

[No. L-12011/39/91-IR-B-III]
K. V. B. UNNY, Desk Officer.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I AT BOMBAY

PRESIDENT :

Shri Justice K. G. Singhakar
Presiding Officer

Reference No. CGIT-95 of 1991

PARTIES:

Employers in relation to the management of Reserve Bank of India.
AND
Their Workmen

APPEARANCES:

For the Management.—Shri Yashwant Singh

For the Union.—Shri Deodhar.

INDUSTRY : Banking STATE : Maharashtra.
Bombay, dated the 15th day of December, 1993

AWARD

This is a reference made by Government of India, Ministry of Labour, New Delhi by letter dated 13-12-1991, it is to this effect :

"Whether the management of Reserve Bank of India, Bombay, are justified in issue of the Circular w.e.f. 1-7-1989 reducing the availment of Leave in Driblets from 10 to 7 as 'Bad leave record' without complying with the provisions of Section 9-A of the Industrial Disputes Act, 1947 ? If not, to what relief are the workmen entitled to ?"

2. Statement of claim has been filed by General Secretary, Reserve Bank Workers' Organisation, Bombay and it has been replied by written statement on behalf of the Management Reserve Bank of India. The challenge is to the circular dated 15th June, 1989 effective from 1st July 1989.

appears that by the circular the Bank instructed its managerial Departmental Heads, to reckoning bad leave record, and accordingly directed them to institute disciplinary proceedings as Competent Authority, in respect of those employees availing of all types of leave (excluding Casual Leave), with or without medical certificate or leave with or without prior sanction, on 7 or more occasions in a calendar year, reconsidering its earlier stand of treating as bad leave record, only those cases of employees availing of leave on more than 10 occasions in a calendar year, which in the opinion of the Competent Authority, has been availed without valid reasons. According to Workers' Organisation, the Bank has endeavoured to effect a change in the service conditions of the staff working in the Bank, without giving any notices required under section 9(A) read with rule 34 of the Industrial Disputes Act, 1947. The Organisation's grievance was that the directions/instructions are being implemented and thereafter, the matter failed in the conciliation level and reference has been made.

3. It is the case of the Workers' Organisation that this was not permissible without compliance with provisions of section 9(A) as it changes the conditions of service adversely. In the statement of claim reference has been made to award of Shri Aiyer, para 13.12, where in change as requested by the Bank was not found necessary. The contention is that the directions are binding and are mandatory.

4. On behalf of the management the action of the management is defended. It has been stated that the Bank has issued a circular on 15th May 1992 whereby the impugned circular being Annexure 'A' has been withdrawn. It is therefore, stated that the dispute does not survive. The said circular dated 15th May 1992 is annexed to the reply.

5. In spite of this Mr. Deodhar, on behalf of the Union wanted to make his submission and he submitted that the new circular did not state categorically that the position which obtained before the issue of the circular dated 15th June, 1989 is restored.

6. The point therefore, is whether the dispute survives and deserves to be adjudicated.

7. Mr. Singh, on behalf of the Bank submits that the action of the management in issuing circular operating with effect from 1-7-1989, is justified or not, is the only issue that was referred and that is to be resolved and that too is limited to the aspect of reduction of availment of leave in dribs and drabs from 10 to 7 as bad leave record without compliance of the provisions of section 9(A). According to him the impugned circular has been withdrawn by circular dated 15th May 1992 and therefore, the grievance that was referred should be deemed to be redressed. I think the submission is sound. However, as stated earlier on behalf of the Organisation rejoinder has been filed. It is stated that though the circular has been withdrawn para 2 of the impugned circular has contemplated to discontinue the earlier practice of reckoning as bad leave record cases of those employees who availed of ordinary leave in dribs and drabs on more than 10 occasions in a calendar year thereby changing the working conditions, by reckoning as bad leave record cases of those employees who availed of leave in dribs and drabs on 7 or more occasions in a year, and further, the spells of 7 occasions to include all types of leave (excluding casual leave) with or without medical certificate, or leave with or without prior sanction. What is further stated is that it has not been clearly stated in para 3 of the subsequent circular dated 15th May 1992 the restoration of 'status quo ante' that is prior to 15th June 1989 'but is open for interpretation whether cases can be reckoned as bad leave record without any reference to the number of spells/occasions in a calendar year or to the nature of leave, reasons therefore, and whether or not they were obtained with prior sanction'. Reference to Iyer Award is again made.

8. I find it rather difficult to accede to the submission made on behalf of the Organisation. The challenge was to the circular dated 15th June 1989. It has made reference to the earlier circular of 12th August 1986 containing guidelines to offices for following uniform procedure in the matter of handling cases of bad leave records. The inspection departments during the quick follow-up inspection had reviewed actions taken by offices against habitual leave

takers in accordance with Central Office instructions had observed and there was urgent need to streamline the related procedure and make regular reviews of case of Habitual defaulters to ensure prompt corrective/disciplinary action. Accordingly certain advise was given by letter dated 20th January 1988 to maintain list of employees who have availed of ordinary leave in dribs and more than 10 occasions in a calendar year and extra-ordinary leave disproportionate to their length of service. The matter has since been reviewed in Central Office and it is considered that there was a need to stipulate a more strict norm for reckoning 'bad leave record' and accordingly, it has been decided that no employee has availed of leave in dribs on 7 or more occasions in a year, it should be reckoned as 'bad leave record'. Then it further states as to what will be included in these spells of 7 occasions and directed action as envisaged in circular dated 22nd August 1986 in case no perceptible improvement was not noticed. In the last column the revised norms of 'bad leave record' came into force from 1st July 1989 and it was expected to follow uniformly and direction to be issued by suitable office circular. Now on 6th July office circular was issued pursuant to this. It was challenged and therefore, on 11th June 1992 the operation of this circular dated 15th June 1989 was suspended because of reference to this Tribunal of the industrial Dispute. Thereafter, on 15th May, another circular has been issued to withdraw the circular dated 15th June 1989 and directions were given that cautionary advice to the individual employees as contemplated in the circular need not be issued. It has been stated that though the circular has been withdrawn disciplinary action against employees for contravening the provisions relating to leave need to be taken in terms of the Reserve Bank of India (Staff) Regulations, 1948 and other instructions issued from time to time. It no doubt mentions that being absent frequently and taking leave in dribs will continue to be a factor to be taken into account for considering the promotion or extension in service of employees. Office circular to be issued is also annexed and has in fact been issued, which is produced. It is dated 5th June 1992. It clearly says, that the "office circular dated 28th June 1989 on the captioned subject has, therefore, been withdrawn." The captioned subject has disciplinary action on account of bad leave record. This 28th June 1989 circular is also annexed and it is pursuant to the directions given in the circular dated 15th June 1989. Therefore, I find that the impugned circular and the instructions issued pursuant to that have been withdrawn and therefore, the dispute that was raised does not survive. I have already referred to the schedule and it is clear that the grievance was that the reduction of availability of leave from 10 to 7 as bad leave record amounted to contravention of section 9(A) and if 9(A) is seen it prohibits change in the conditions of service without notice. The change sought to be brought about is cancelled. I therefore, find that there is no occasion to adjudicate upon that dispute.

9. It is urged on behalf of the Organisation that the management in terms admits that it brought about the change in contravention or provisions of section 9(A). However, I think object has been achieved.

10. It is urged that it is not necessary to say and at the stage deal with the arguments that mention has to be made in the withdrawn circular that position ante is restored. It is an admitted position that prior to the issue of the impugned circular cases of employees who availed ordinary leave in dribs on more than 10 occasions in a calendar year was reckoned as 'bad leave record'. The circular dated 15th June 1989, this figure 10 was altered to 7 or more occasions in a calendar year for purpose of reckoning as 'bad leave record'. It is also further stated as to what would be included in these spells of 7 occasions. However, since the circular which brought about this change is withdrawn what has been stated therein with regard to the reduction of figure 10 to 7 and with regard to categories of case governed by the 7 spells will not operate. It also withdrawn the circulars advise given pursuant to this circular and therefore, I think it is unnecessary to deal with the dispute further and adjudicate upon it. It will be academic exercise.

11. A xerox copy of judgement of Calcutta High Court in matter No. 2627 of 1991 has been submitted for consideration. That is between Sushil Bhattacharya and others and Reserve Bank of India. The two circulars, one dated 22-8-1989 and the other is 27-5-1991 were the subject matter of that writ petition. In his connection the High Court was informed by counsel appearing on behalf of the Bank that the cases where the leave has been, is or will be sanctioned to the employees for the 7th time or more in a year the said two circulars will not be given effect to so far as those employees are concerned. It proceeds to say "in other words, the employees who have obtained leave on the 7th or more occasions sanctioned by the authority concerned, will not be subject to any penal or disciplinary action in respect of those two circulars. However, the same will not debar the authority concerned to exercise their general power to review the performance of any employee." It is in respect of the very two circulars which are produced in this case. Therefore, the apprehension felt by the petitioners in that case that the management will continue to act upon that circular and penalise the employees was sought to be allayed. Even then that would not debar the authority from exercising in their general power to review the performance of any employee as observed in the case of Bhattacharya.

12. In this case I find that the impugned circular dated 15th June 1989 has been suspended and later withdrawn the consequent cautionary advice to individual employees was directed not to be issued and the subsequent circular issued shows that there should be no cause for any grievance.

R. G. SINDHAKAR, Presiding Officer.